

GENERAL SALES, DELIVERY AND PAYMENT CONDITIONS

Of: the private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) Van Vliet Automotive Group B.V., registered in the trade register of the Chamber of Commerce Netherlands under number 69429758, and the following participations:

- Van Vliet International B.V. (registration number 24381336);
- Van Vliet Automotive Trading B.V. (registration number 69431213);
- Van Vliet TechSupport B.V. (registration number 69431256).

Together to be referred to as: "Van Vliet".

Article 1 General

1.1 These conditions apply to all of the activities carried out by Van Vliet and all quotes, assignments, offers and agreements referring to but not limited to the sale, rental, delivery of goods and/or the provision of services to/by/between Van Vliet and the other Party, and any agreement that may be the result thereof.

1.2 Deviations from these conditions and/or additional provisions are only valid and binding to Van Vliet if these have been expressly confirmed in writing by Van Vliet, and shall only be valid for that specific case or that specific agreement.

1.3 The applicability of the general terms and conditions of the other Party is hereby expressly rejected. All following agreements between Van Vliet and the other Party are subject to these terms and conditions, regardless of whether or not these have been explicitly declared applicable in such a following agreement and whether or not the conditions were made available on the signing of the following agreement(s).

1.4 If one or more provisions in these general terms and conditions are void or voided, the other provisions shall remain fully applicable.

1.5 In the event of contradictions between these general terms and conditions and the general purchasing and other conditions of the other Party, these conditions shall prevail.

Article 2 Offer

2.1 All offers and quotes are free of obligation, unless they contain a deadline for acceptance, in which case the offer expires at the end of this period. An offer expires as soon as the offer is revoked by Van Vliet.

2.2 Specifications of weight, speed, fuel or energy consumption, emissions, etc. shall always be by approximation, but not binding for Van Vliet. Samples, models, demos and images are only provided as an indication. Van Vliet is never bound by the content of brochures and technical specifications of manufacturers and by specifications compiled by Van Vliet, and Van Vliet at all times reserves the right to make changes in the implementation and/or technical specifications by the manufacturer without the relevant other Party being able to assert any rights against Van Vliet.

2.3 Order or factory numbers in an offer, order confirmation or letters are only indications for internal use by Van Vliet. The other Party cannot derive any rights or claims from these numbers, in whatever name or any form they are used.

2.4 Prices in offers are - unless specifically stated otherwise - in Euros, excluding VAT and BPM and other government levies, fees, taxes, as well as excluding storage, shipping and possible transport, repair, travel, assembly and packaging costs, unless the Parties to the Agreement have explicitly agreed otherwise. Delivery takes place on the basis of "EXW (ExWorks) Nieuwerkerk aan den IJssel", unless expressly agreed otherwise.

2.5 If Van Vliet is responsible for the dispatch of the goods sold, Van Vliet will separately invoice the other Party for the transport and packaging costs.

2.6 A compound quote does not require Van Vliet to perform part of the order against the corresponding part of the total price.

2.7 Offers and quotes shall not apply to repeat orders.

Article 3 Conclusion of the Agreement

3.1 The Agreement is concluded, if the offer is without obligation, at the time the offer is accepted in writing by the other Party. However, Van Vliet reserves the right to cancel the Agreement - without giving any reason - within 2 days after receipt of the written acceptance, without Van Vliet being held to any obligation whatsoever.

3.2 The Agreement is concluded, if the offer is irrevocable, at the time of receipt of the written acceptance by the other Party within the designated time limit.

3.3 If the acceptance by the other Party differs from the offer made, this shall constitute a new offer by the other Party, and as the rejection of the complete offer by Van Vliet, even if the differences are only minor. The Agreement is not concluded in accordance to the said deviating acceptance unless Van Vliet has expressly agreed otherwise in writing.

3.4 If the other Party makes an offer and/or gives an assignment, acceptance is only effected if Van Vliet accepts this offer and/or this assignment in writing, or when Van Vliet has started the implementation of the assignment.

3.5 The description of the delivery in the offer by Van Vliet accepted by the other Party or in the order confirmation and/or invoice by Van Vliet at all times prevails above the description in any request for a quote or order confirmation by the other Party, which therefore does not bind Van Vliet.

3.6 By oral agreement, the invoice is deemed to be a correct and complete reflection of the Agreement, unless the other Party submits proof to the contrary. Claims should be submitted within 8 days of the invoice date, in the absence of which the other Party loses any rights to dispute the invoice and the right to submit proof to the contrary.

3.7 Any risks for the proper transmission of telegraphic, fax, telephone and digital orders/assignments are for the other Party. Fulfilment of orders/assignments placed, as well as the related costs, even if these prove to be have been passed on incorrectly later, shall be for the account and at the expense of the other Party.

3.8 Staff members who have no explicit written mandate, are not authorised to conclude an Agreement on behalf of Van Vliet.

3.9 If a natural person enters into an Agreement on behalf of or for the account of another natural person or legal entity, he declares to be authorised to do so and to be responsible for his powers of representation. In the absence of the power of representation, this person is held to compensate Van Vliet for all damage resulting from

unauthorised actions on behalf of the other natural person and/or legal entity, unless and insofar as that other natural person and/or legal entity ratifies and fulfils the Agreement.

Article 4 Client information and obtaining licenses

4.1 The other Party is at all times completely and independently responsible for the accuracy and completeness of the data, drawings, calculations and designs specified in the application or in the supplement thereto. Van Vliet shall base the offer on the information provided by the other Party and is never obliged to carry out independent research into the correctness and completeness of that information as referred to in the first sentence of this Paragraph.

4.2 The other Party is at all times responsible for obtaining the required import or export permits, as well as for the acquisition of the permits necessary for the use of the goods delivered by Van Vliet at the place or in the country of establishment of the other Party.

4.3 The other Party is at all times obliged to submit to Van Vliet all vital information on the other Party (legal entity), such as registered address and office address, memorandi of association, entries in registers and all data relating to vital documents of the natural person(s) who have any form of interest in the other Party (legal person) or who have the actual control of that Party, or to provide any other documentary evidence to Van Vliet which Van Vliet is required to request from the other Party under the rules in force.

Article 5 Fulfilment of the Agreement/Assembly/Installation

5.1 Van Vliet shall fulfil the Agreement to the best of its knowledge and capacity and in accordance with the requirements of good engineering practice, all this on the basis of the current state of science and technology in the Netherlands. Unless explicitly agreed otherwise, Van Vliet is not obliged to take foreign (public) requirements into account.

5.2 Van Vliet shall lay down the methods of fulfilment of the Agreement, insofar as the Parties did not expressly agree otherwise in writing.

5.3 Van Vliet is never liable for damage, of whatever nature, because Van Vliet bases its decisions on incorrect and/or incomplete information provided by the other Party, as referred to in Article 4 of these terms and conditions, unless this incorrectness or incompleteness is so evident that Van Vliet would act contrary to the requirement of good faith by continuing the fulfilment of the Agreement without warning. The other Party indemnifies Van Vliet for any claims by third parties with reference to the use of the information supplied by or on behalf of the client, as referred to in Article 4, as well as the functional suitability of the materials etcetera prescribed by the other Party.

5.4 Van Vliet reserves the right to deploy third parties for the fulfilment of the Agreement or carry out related activities. Van Vliet reserves the right to accept the general terms and conditions of third parties affecting the other Party, and can invoke the provisions in those general conditions against the other Party.

5.5 If the other Party has reserved the delivery of certain materials and/or the fulfilment of certain elements of the work for itself, the other Party is liable for any delays in the delivery or late or incorrect fulfilment.

5.6 The other Party shall ensure that all details and approvals, which Van Vliet indicates are necessary, or which the other Party knows or should reasonably know are necessary for the fulfilment of the Agreement, are submitted to Van Vliet in a timely manner. If the details and approvals required for the fulfilment of the Agreement have

not been submitted to Van Vliet in a timely manner, Van Vliet reserves the right to suspend the fulfilment of the Agreement and/or charge the additional costs resulting from the delay to the other Party in accordance with the usual tariffs.

5.7 If it is agreed that the Agreement will be carried out in phases, Van Vliet can suspend the fulfilment of those elements which belong to a next phase, until the other Party has approved the results of the stage prior to it in writing.

5.8 If the start or the progress of the work is delayed due to factors for which the other Party is responsible, the resulting damage and costs incurred by Van Vliet have to be reimbursed by the other Party.

5.9 If Van Vliet or third parties employed by it carry out work in the context of the assignment at the location of the other Party or a location designated by the other Party, the other Party will provide the facilities as can reasonably be desired by those employees at no cost.

5.10 The other Party shall ensure that Van Vliet can timely dispose of:

- The building, site or vehicle where the work is to be carried out;
- Adequate opportunity for the delivery, storage and/or disposal of materials and tools;
- Connections for equipment.

5.11 The other Party indemnifies Van Vliet for any claims by third parties, who suffer damage in connection with the fulfilment of the Agreement and which damage is attributable to the other Party.

Article 6 Delivery, transport and transfer of risk, provisions regarding trade-ins

6.1 The delivery times and/or delivery dates specified at any time are by approximation and shall never be regarded as deadlines, even if the Agreement gives a date for delivery to a carrier, unless expressly agreed in writing that the delivery date is a final deadline.

6.2 The delivery times and/or delivery dates are based on the applicable (employment) conditions at the time of the conclusion of the Agreement and on the timely delivery of the vehicles, materials and/or parts ordered for the fulfilment of the Agreement or the work. If Van Vliet requires details from the other Party in the framework of the fulfilment of the Agreement, the term of delivery shall commence after the other Party has made these available to Van Vliet.

6.3 Delivery shall be made EXW (ExWorks) Nieuwerkerk aan den IJssel, unless agreed otherwise in writing, and at the times specified by Van Vliet, which times shall be communicated to the other Party by Van Vliet.

6.4 The other Party is obliged to receive the goods at the delivery times agreed. If the goods to be delivered are available or offered for delivery to the other Party, but are not received by the other Party, including to mean the other Party not providing information or instructions necessary for the delivery and/or non-payment of the agreed payment or instalment for delivery or the absence of securities, delivery will take place by a written communication by Van Vliet and the risk for the goods will from that moment on transfer to the other Party. In that case, Van Vliet reserves the right to store the goods at a location designated by Van Vliet at the risk of the other Party, and all resulting costs, including building, insurance, transport and storage costs, shall be at the expense of the other Party. All claims by Van Vliet on the other Party become immediately due and payable. In this case, Van Vliet is only held to the actual delivery of the goods to the

other Party after the other Party has fulfilled all of the payment obligations ensuing from the Agreement, including the payment of the above-mentioned costs.

6.5 If Van Vliet delivers the goods to the other Party, this delivery shall take place at the last delivery address communicated to Van Vliet by the other Party. In the event of delivery other than EXW Nieuwerkerk aan den IJssel, at the request of the other Party, Van Vliet reserves the right to charge any extra costs to the other Party. The risks of transport and delivery of goods outside the premises of Van Vliet are, regardless of whether the transport is carried out by Van Vliet or third parties, for the other Party. Van Vliet is only required to insure the transport risk when it timely receives written instructions by the other Party to do so. Van Vliet reserves the right to demand security for the costs of such an insurance.

6.6 The risks of the goods transfers to the other Party at the moment of delivery, even though the ownership of the goods has not been transferred to the other Party by Van Vliet.

6.7 In the event of a trade-in, the value to be paid by Van Vliet to the other Party - which shall be deducted from the purchase price on the date of delivery of the goods purchased by the other Party - is based on the information provided by the other Party with respect to the year of manufacture, mileage and damage and/or accident history, and also on the principle that the goods to trade in are damage-free on the date of trade-in and completely free of claims by third parties, under any Agreements. The risk of the trade-in goods shall only transfer to Van Vliet on receipt of the goods by Van Vliet. Until the time of receipt by Van Vliet, the goods traded in remain entirely for the account and risk of the other Party.

6.8 If, on the date of the actual trade-in, it transpires that details submitted by the other Party regarding essential information such as year of manufacture or mileage, damage and/or accident history of the goods to be traded in are incorrect or if it transpires that the goods to be traded in are damaged at the time of the actual delivery or there are claims by third parties on the goods to be traded in, or the goods to be traded are in a worse condition than agreed on the trade-in, the trade-in shall be dissolved by choice of Van Vliet, or take place at a lower price, to be agreed upon with the other Party.

6.9 The dissolution of the trade-in on the grounds of Article 6.8 is without prejudice to the obligation of the other Party to fulfilment of the purchase agreement and payment of the full price agreed, without deduction of the value of the goods traded in.

Article 7 Claims

7.1 The other Party is required to examine and test the goods and/or activities at the time of delivery by Van Vliet to the other Party, and to determine whether the goods comply with the Agreement and/or the activities have been carried out in accordance with the assignment.

7.2 Any claims and complaints, both in respect of the motor vehicles and/or other goods delivered by Van Vliet, or in respect of the activities carried out, or in respect of invoice amounts, should be submitted in writing to Van Vliet within 8 days after receipt of the goods, or after performance of the activities or after receipt of the invoices, with an accurate indication of the facts the claim relates to, enabling Van Vliet to react adequately.

7.3 If, in all reasonableness, it is not possible to discover the defect within the above time limit, the other Party should submit their claim in writing to Van Vliet within 8 days after the other Party has discovered the defect or reasonably should have discovered the defect.

7.4 Van Vliet shall promptly handle the complaint or claim.

7.5 Even if a claim is submitted in time, the other Party is required to receive and pay the goods purchased. Any claims with regard to a particular product or service do not affect the obligations of the other Party in respect of other goods and/or services and/or other parts of the Agreement. If the other Party wishes to return defective goods, this shall be done only with the prior written consent of Van Vliet. Returns must be sent carriage paid Nieuwerkerk aan den IJssel in undamaged condition and - where appropriate - in the original packaging.

7.6 If a complaint is founded, Van Vliet shall repair or replace the goods delivered, unless this has been demonstrated to have become meaningless for the other Party. This last fact has to be communicated in writing by the other Party. However, in all cases, Van Vliet is only liable within the limits of the provisions as referred to under the Articles "Guarantee" and "Liability". Repair or replacement or reimbursement of the costs of repair or replacement by Van Vliet to the other Party will take place at the place of delivery, on the grounds of the Agreement between Van Vliet and the other Party, or are calculated on the basis of repair or replacement at the agreed place of delivery. All extra costs incurred by Van Vliet and/or the manufacturer to repair or replace the goods at a place other than the agreed place of delivery are at the expense of the other Party, and Van Vliet is never obliged to reimburse these costs to the other Party if repair or replacement takes place by the other Party or a third party acting on his authority.

7.7 If the complaint is unfounded, Van Vliet is entitled to charge the other Party for all reasonable costs incurred for the handling of the complaint, including the cost of internal case handling, extrajudicial and/or legal fees and the costs of surveys by third parties.

7.8 Minor derogations and/or derogations customary in the industry, and differences in quality, number, size, weight or finishing, and defects as a result of typesetting, printing or typing errors in catalogues/on websites/in special offers/in price lists do not constitute reasons for making a claim.

Article 8 Retention of title, ownership replaced parts

8.1 Goods delivered and/or to be delivered by Van Vliet remain the property of Van Vliet until the other Party has fulfilled all its obligations to Van Vliet relating to the goods delivered and/or to be delivered by Van Vliet to the other Party, under all Agreements between Van Vliet and the other Party, or services delivered and/or to be delivered to the other Party under such an Agreement, as well as the claims due to non-compliance with such an Agreement.

8.2 The other Party is expressly prohibited from pledging the goods that fall under the retention of title, or in other ways to encumber, dispose of or rent out the goods or in any other way allow third parties to use the goods.

8.3 If third parties seize the goods or wish to establish or assert any rights to the goods delivered under retention of title, the other Party is obliged to notify Van Vliet of this fact as soon as can reasonably be expected and furthermore is obliged to notify the third parties concerned that Van Vliet is the owner of the goods and in addition to do everything in its power to prevent or relieve such seizures or establishment of rights.

8.4 In the event that Van Vliet wishes to exercise its rights of ownership as referred to in this Article, the other Party already hereby grants unconditional and irrevocable permission to Van Vliet or any third party appointed by Van Vliet to enter those places where the property of Van Vliet is located and to take back those goods and retain them, and the other Party shall provide full cooperation in this return.

8.5 The other party is obliged to, at the first request of Van Vliet:

- A) Insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage, as well as theft, and to submit policy documents for these insurances for inspection;
- B) Pledge all claims of the other Party on the insurers with regard to the goods delivered under retention of title to Van Vliet in the manner prescribed in Article 3:239 of the Dutch Civil Code;
- C) Pledge any claims by the Other Party on its customers by sales in the framework of its ordinary activities of goods delivered by Van Vliet under retention of title to Van Vliet in the manner prescribed in Art. 3:239 of the Dutch Civil Code;
- D) Designate the goods delivered under retention of title as being the property of Van Vliet;

8.6 Materials or parts replaced during the repair are made available to the other Party if this has been expressly requested in the repair job. In all other cases the materials and parts replaced become the property of Van Vliet without the other Party being entitled to compensation for any residual value.

Article 9 Force majeure

9.1 Van Vliet is not obliged to fulfil any obligations if Van Vliet is hindered in doing so as a result of circumstances which are not attributable to intent or gross negligence on the part of Van Vliet, and cannot be deemed to be the responsibility of Van Vliet under the Law, a legal act or generally accepted practice.

9.2 In these conditions, force majeure means, in addition to the definitions included in the Law and case law, all external causes, either foreseen or not foreseen, over which Van Vliet cannot exercise any control, but which hinder Van Vliet in its fulfilment of its obligations.

Strikes at the company of Van Vliet or its suppliers, computer and power failures, traffic congestion, bad weather conditions, import and export barriers, theft, fire and stagnation in the delivery of goods and parts by suppliers are included.

9.3 For the duration of the force majeure, Van Vliet is allowed to suspend its obligations under the Agreement. If this period lasts longer than three months, each Party is entitled to terminate the Agreement without any obligation to pay damages to the other Party.

9.4 Insofar as Van Vliet has already partially fulfilled or will be able to fulfil the obligations from the Agreement after the force majeure occurs, and the partial delivery has an autonomous value, Van Vliet reserves the right to separately invoice the part fulfilled or to be fulfilled.

Article 10 Suspension, dissolution and right of retention

10.1 Van Vliet is, unless mandatory provisions of the Law are opposing it, authorised to suspend the fulfilment of its obligations - expressly understood to include the preparations for deliveries or activities - if:

- Circumstances learned about by Van Vliet after the conclusion of the Agreement give reason to fear that the other Party will not, not timely or not fully fulfil its obligations. In the event there is good reason to fear that the other Party will only partially or improperly fulfil its obligations, suspension shall only be allowed insofar as justified by the shortcoming;
- The other Party, when entering into the Agreement or later, has been asked to provide security for the fulfilment of its obligations ensuing from the Agreement and this security is not provided or is insufficient;
- Despite being requested to do so, the other Party fails to make the provisions as referred to in Article 4.1 to 4.3.

In this situation, Article 6.4 of these conditions applies accordingly.

10.2 Van Vliet reserves the right to dissolve the Agreement extrajudicially if the other Party fails to fulfil or fully fulfil its obligations under the Agreement at the agreed time, or in the absence of a specific time, in spite of the fact that by Van Vliet has set the other Party a reasonable period of time of up to 14 days, has not fulfilled or fully fulfilled its obligations from the Agreement within the set period of time.

10.3 Van Vliet also reserves the right to, if Van Vliet has suspended the fulfilment of its obligations on the basis of the provisions in Article 10.1 and 10.2, dissolve the Agreement if:

- a. The other Party has not ensured that the facts and circumstances which have led to the suspension were lifted within the time limit set by Van Vliet of up to three weeks, and/or
- b. The other Party has not provided security for fulfilment within a reasonable period set by Van Vliet of up to three weeks.

10.4 If the Agreement is dissolved, any claims for compensation by Van Vliet on the other Party become immediately due and payable. If Van Vliet suspends fulfilment of its obligations, it reserves its rights under the Law and the Agreement, without prejudice to the rights of Van Vliet to compensation by the other Party of all damages and costs arising from or that will arise from this suspension.

10.5 Van Vliet is never obliged to pay compensation for any damage whatsoever if Van Vliet exercises its right to suspend or extrajudicially dissolve the Agreement as referred to in Articles 10.1 to 10.4.

10.6 Van Vliet reserves the right to suspend its obligation to deliver goods subject to the implementation of the Agreement, and which Van Vliet retains for the other Party in the framework of the Agreement (right of retention), if the other Party does not fully or partially pay the costs related to the implementation of the Agreement, or does not fully or partially fulfil other Agreements entered into with the other Party arising from business regularly concluded between Van Vliet and the other Party. The preceding sentence shall apply accordingly if the other Party fails to pay the costs incurred by Van Vliet with respect to any care taken by Van Vliet in respect of the goods.

10.7 Van Vliet also reserves the right to exercise the right of retention referred to in Article 10.6 with respect to goods of the other Party, if he does not or not fully pay the costs of activities carried out on the goods, also if these are cost of earlier activities carried out by Van Vliet on the same goods.

10.8 The right of retention shall not be exercised if the other Party has offered sufficient replacement security for these cost.

Article 11 Price, price increases, additional work and cost-increasing circumstances

11.1 Each quote by Van Vliet is free of obligations, unless the Parties have agreed otherwise. The quotes shall be for delivery EXW Nieuwerkerk aan den IJssel.

11.2 Van Vliet reserves the right to reimbursement of additional work or increased cost of implementation if:

- a. The client or persons acting on behalf of the other Party have ordered additions or changes to be made in the work, and Van Vliet has pointed out the subsequent price change required as a result, unless the other Party should have understood this need by itself;
- b. After the conclusion of the Agreement, cost-increasing circumstances arise or come to light, which cannot be attributed to Van Vliet, and Van Vliet has warned the other Parties of the necessity of cost increases as soon as possible afterwards.

Any errors and/or omissions in the information submitted by the other Party as referred to in Article 4 shall be at any time attributable to the other Party.

11.3 Van Vliet may pass on price increases after the submission of a quote, if between the moment of offer or quote and fulfilment of the Agreement/delivery of the goods, price changes of more than 5% have occurred with respect to for example social charges, turnover tax, exchange rates, wages, raw materials, semi-manufactured products or packaging material.

11.4 The prices of Van Vliet will be adjusted annually using a inflation adjustment.

11.5 Van Vliet shall notify the other Party of their intention to increase the prices or rates in writing. Van Vliet will communicate the size of the increase and the date on which the change takes effect.

11.6 Any manifest errors in pricing and/or invoicing, which can be demonstrated on the basis of a valid price list, may be corrected and passed on by Van Vliet retrospectively.

Article 12 Payment and securities, collection costs

12.1 Unless agreed otherwise in writing, payment by the other Party shall be made in cash, no later than prior to delivery of the goods, or immediately prior to the completion of the activities carried out. These payment periods shall be considered to be final deadlines, at the expiry of which the other Party is in default.

12.2 Van Vliet reserves the right at all times to demand payment in advance for the whole or a part of the purchase price and/or other amounts invoiced by Van Vliet on the grounds of the Agreement, or to request or a bank guarantee or other security for Van Vliet, without prejudice to the right of retention vested in Van Vliet.

12.3 If payment after delivery or completion is agreed, the other Party is obliged to pay the amount due within thirty days after the invoice date, which period is also considered to be a final deadline.

12.4 Any right to suspension, discount and/or netting by the other Party is expressly excluded, unless agreed otherwise in writing.

12.5 Payment is to be made in Euros, or in the currency of the invoice, unless it has been agreed in writing that payment may be made in other currencies. If it is agreed that payment is not made in Euros but in a different currency, except when explicitly agreed otherwise, the risk of a reduction in the value of the currency of the sale in relation to the

Euro at the time of payment to Van Vliet is at the risk of the other Party, who then is obliged to pay the difference in price as a result of the currency change.

12.6 In the event of non-payment within the period as referred to in Articles 12.1 to 12.3, a contractual interest is payable, equal to an interest rate of 1% per month, in which a part of the month shall be counted as a full month, commencing on the first day of the said payment periods as referred to in Articles 12.1 to 12.3.

12.7 In the event of non-payment within the period as referred to in Articles 12.1 to 12.3, all reasonable costs to obtain extrajudicial satisfaction are at the expense of the other Party, in accordance with the graduated scale referred to in Article 2 of the Extrajudicial collection costs decree, with a minimum of EUR 40.

12.8 Payments made by the other Party will always be primarily for the satisfaction of all payable interest and costs, and then to reduce the principal sum, in which the payments are allocated to claims arising from the Agreements in order from those that have been payable for the longest time.

12.9 Van Vliet reserves the right at all times to, in case of changes in the personal or business situation of the other Party, including but not limited to a merger, cessation of activities, bankruptcy, suspension of payment, seizure, guardianship order, liquidation and insolvency, either declare the current Agreement dissolved without judicial intervention and retake the goods sold, or to demand security for the fulfilment of the Agreement. As long as the other Party has not submitted the security requested by Van Vliet, Van Vliet reserves the right to suspend fulfilment of its obligations under the Agreement.

Article 13 Guarantee

13.1 Van Vliet only issues guarantees for newly delivered motor vehicles and goods, as well as new parts, exclusively and only insofar as factory guarantees apply. In all other cases, the other Party can only invoke a guarantee if this has been explicitly issued in writing.

13.2 The guarantee is always limited to:

- Manufacturing errors, thus excluding damage as a result of improper, careless or incompetent use/maintenance, which includes amongst other things: overloading, use of other fuels and oils than appropriate for the vehicle, other than the prescribed maintenance and incompetent operating and/or use of the vehicle, non-compliance with the instructions for use or maintenance requirements by the other Party or a third party, and also excluded from the guarantee at all times are defects as a result of normal wear and tear, accidents or disasters, such as fire and water damage;
- Factory warranty;
- Deliveries to other Parties in the EU;
- Repair or replacement of the goods delivered.

13.3 Van Vliet guarantees repairs carried out for a period of 3 months, from completion of the repairs. The other Party who issued a repair job should submit a claim in writing to Van Vliet immediately after identifying the defect, offering Van Vliet the opportunity to correct the defect.

13.4 Any claim under the guarantee expires if the claim in writing is missing and/or if the other Party or third party have already carried out work in order to remedy the defect without prior knowledge of or approval by Van Vliet and also in the case of processing,

modifications, mixing, changes or repairs by the other Party or a third party to the goods delivered.

13.5 Van Vliet cannot invoke the expiry of the guarantee if the absolute necessity for immediate repairs is demonstrated, without the other Party being able to demand repairs to be carried out by Van Vliet and when the repairs fall under a valid guarantee. In such a case, however, the guarantee is limited to reimbursement of the costs Van Vliet would have incurred for repairs in its own workshop.

13.6 In respect of services or activities carried out by third parties, the guarantee terms agreed upon with these third parties by Van Vliet also apply according to the other Party. The claims by the other Party to the guarantee is, in such cases, therefore limited to the guarantees issued by third parties and their respective limitations.

13.7 If, for the satisfaction of guarantee obligations, Van Vliet replaces parts, the parts replaced become the property of Van Vliet, unless agreed otherwise.

13.8 As long as the other Party does not fulfil all its obligations under the Agreement to Van Vliet, the other Party cannot invoke any guarantee provisions.

Article 14 Liability

14.1 Without prejudice to the provisions regarding the guarantee, Van Vliet is never liable for damage, unless this can be attributed to intent or gross negligence on the part of Van Vliet or subordinates under the management of van Vliet.

14.2 In the case that Van Vliet is liable for damage, the liability shall at all times be limited to direct damage to goods or persons and shall never extend to any loss of business or other consequential damage, including loss of profit or income, unless intent or gross negligence on the part of Van Vliet or subordinates under the management of van Vliet can be demonstrated by the other Party.

14.3 In the case that Van Vliet is liable for damage, the liability of Van Vliet shall also at all times be limited to the actual damage and up to those amounts for which Van Vliet is insured, or should reasonably have been insured, taking general accepted practice in the industry into consideration. If Van Vliet is insured, the liability is limited to the amount actually paid out under the respective insurance policy.

14.4 Insofar as the provisions of the preceding Paragraph cannot be taken as a standard for limitation of liability on the part of Van Vliet, for example because no insurance was taken out and insurance is not customary or no insurance could reasonably have been taken out, the amount of the liability is limited to the invoice amount charged to the other Party for the respective performance.

14.5 The provisions of Articles 14.2 to 14.4 shall apply only insofar as the liability is not already limited any further by Law or under the Agreement (including the provisions of these general terms and conditions), in which case this further limitation of liability shall prevail.

14.6 Unless the other Party can demonstrate intent or gross negligence, Van Vliet is never liable for any damage to, theft (including loss) of goods of the other Party and/or third parties, including but not limited to cargo, inventory, mobile communication devices, computer equipment, written documents, securities, cash and electronic means of payment, located in or attached to the goods in possession of Van Vliet on any account whatsoever, with the exception of damage to motor vehicles, trailers and semi-trailers themselves.

Article 15 Indemnity

15.1 The other Party indemnifies Van Vliet against any and all claims of direct or indirect damage incurred by third parties caused by or in connection with the goods delivered, or by the possession or use thereof, in any manner and any form, insofar as this exceeds the liability of Van Vliet toward the other Party under the provisions of these general terms and conditions.

15.2 The Other Party indemnifies Van Vliet against any and all claims by the other Party and third parties caused by a defect in the goods delivered, which is partly caused by the behaviour of the other Party or of a person for whom the other Party or the injured party is liable, including the manufacture or customisation by Van Vliet of goods in accordance with the instructions of the other Party.

15.3 If a judicial procedure may conclude that the provisions of this Article are regarded as unreasonably onerous, compensation only applies to that damage for which van Vliet is insured, and in that case the liability is limited to the maximum amount for which van Vliet is insured, and in that case up to the amount paid out under the respective insurance policy, or up to the amount for which Van Vliet should reasonably have been insured, taking general accepted practice in the industry into consideration.

Article 16 Disputes and applicable law

16.1 All Agreements with the other Party are subject to Dutch law, to the exclusion of the Vienna Sales Convention and any other future international regulations on the sale of goods of which the operation can be excluded by the Parties.

16.2 All disputes arising from an Agreement with the other Party or Agreements which result from it, will be exclusively brought before the competent District Court of Rotterdam, except in cases where, under the law of exclusion, disputes fall under the competence of the Sub-district Court, in which case the dispute will be brought before the court which is competent under the law.

Article 17 Translations

If these general terms and conditions are translated and differences of interpretation may occur between the Dutch text and the text in the foreign language, the Dutch text is decisive.

These general sales, delivery and payment conditions have been filed with the Chamber of Commerce Netherlands on August 24, 2017, under number 69429758.