

1. Definitions

In these General Terms and Conditions the following terms shall have the following meanings:

- Services: the work to be provided by the User to the Customer as a result of the Assignment, such as engineering, maintenance, repair and after-sales services;
- User: the AVT group, whose parent company is A. van Tilburg Beheer BV and affiliated companies, as part of a group or otherwise, that apply these Terms and Conditions;
- Goods: the items or parts of items that must be delivered to the Customer by the User in accordance with the Assignment;
- Customer: the client or buyer who contracts or intends to contract with the User within the scope of the Assignment;
- Delivery: the actual provision of Goods by or on behalf of the User to the Customer or a third party it has designated, as well as the completion of the Work;
- Delivery time: the term stipulated in the Assignment, within which the Goods must be delivered or the Work must be completed;
- Contract extras: additional Work by the User for the Customer, which occurs after conclusion of the Assignment;
- Parties: The User and the Customer;
- Object: the moveable property to which the Assignment relates, such as a truck, commercial vehicle, trailer and any part of or for a vehicle;
- Offer: a written invitation from the User to the Customer to conclude an Assignment;
- Assignment: any written or verbal Assignment between the User and the Customer for the sale of Goods or the provision of Services;
- Written/In writing: by email, app, text message, post, fax or any other readable method of communication;
- Terms and Conditions: these General Terms and Conditions of the AVT Groep, which form part of the Assignment;
- Work: all operations, services, goods and deliveries by the User for or to the Customer within the scope of the Assignment.

2. Applicability

- 2.1. These Terms and Conditions apply to and form an inseparable part of the Assignment and any subsequent Assignment between the Parties.
- 2.2. Any deviating terms and conditions or stipulations shall only apply if the User has agreed to these in writing with the Customer, and shall only apply to the Assignment for which they were made; this will not affect the remainder of these Terms and Conditions.
- 2.3. Once the Parties have concluded an Assignment on the basis of these Terms and Conditions, these Terms and Conditions shall become applicable to any subsequent Assignment between the Parties, even if, when concluding that Assignment, reference to the Terms and Conditions or an applicable declaration thereof was not explicitly made.
- 2.4. The User explicitly rejects the applicability of any other general terms and conditions invoked by the Customer.
- 2.5. The User shall be entitled to amend these Terms and Conditions at any time.
- 2.6. If any provision in these Terms and Conditions is invalid or is nullified, it shall be replaced by a valid provision that corresponds as closely as possible to the purpose and scope of the invalid or nullified provision. The Parties shall be obliged to enter into reasonable consultations on the text of this new provision, if necessary.
- 2.7. If the Terms and Conditions are provided in a language other than Dutch, the Dutch version of these Terms and Conditions shall prevail in the event of a dispute.

3. Conclusion of the Assignment

- 3.1. Offers made by the User shall always be free of obligation and are made on the basis of the prices and specifications valid at the time of the conclusion of the Assignment. Offers shall automatically lapse if they are not accepted by the Customer in writing within fourteen days.
- 3.2. Illustrations, drawings, capacity specifications and other descriptions shall be as accurate as possible, but not strictly binding on the User. Small differences in the performance of the Assignment shall be permissible, provided that at least the part or dimensions concerned are not explicitly specified. The User shall not be liable for errors and misprints in the Offer or Assignment.
- 3.3. Verbal Offers, agreements, commitments and stipulations shall only be binding on the User after and insofar as they have been confirmed in writing by the User.
- 3.4. An Assignment shall only be concluded once the User has accepted an Offer from the Customer, or the Customer's Assignment by means of a confirmation of assignment. If no written Assignment has been issued, the User's written confirmation, or the proof of delivery/delivery note, or the User's invoice shall serve as proof of the existence and content of the Assignment, subject to evidence to the contrary.
- 3.5. If the Customer accepts an Offer, the User shall nevertheless be entitled to revoke the offer (verbally or in writing) within seven days of receiving acceptance, in which case no Assignment shall have been concluded.
- 3.6. Offers or quotations shall not apply to repeat orders.
- 3.7. The User shall be entitled to charge the costs associated with the Offer.

4. Confidentiality

- 4.1. All information provided to the Customer by or on behalf of the User (such as offers, designs, images, drawings and know-how) of whatever nature and in whatever form is confidential, and the User shall not use it for any purpose other than for the performance of the Assignment.
- 4.2. The Customer shall not disclose or reproduce any information provided by or on behalf of the User.
- 4.3. The Customer shall be obliged to maintain strict confidentiality with respect to all information, such as drawings, calculations, descriptions, models and/or objects, which it has become aware of within the scope of the Assignment with the User. The Customer shall not be permitted to copy this data and/or these objects, show them to third parties, disclose or use them in any way whatsoever and in the broadest sense of the word, unless the User has given the Customer its explicit written permission to do so.
- 4.4. The said obligations shall apply without prejudice to the Customer's staff/employees and the third parties it has engaged. The Customer shall instruct them in this respect. The Customer shall be liable for any failure to do so on the part of its employees and the third parties it engages.
- 4.5. The Customer shall return or destroy the information provided upon first request, within a period set at the discretion of the User. If this provision is violated, the Customer shall owe the User an immediately payable penalty of €1,000 per day. This penalty may be claimed in addition to compensation by virtue of the law.
- 4.6. In the event that the Customer violates its duty of confidentiality, it shall owe an immediately payable penalty of € 25,000 for each violation. This penalty may be claimed in addition to compensation by virtue of the law.

5. Recommendations and Information

- 5.1. All information regarding the Goods, Services and Work provided by the User is provided in good faith but cannot be considered as a guarantee towards the Customer regarding the use and performance of the delivered Goods and Services, which may depend on factors specific to the Customer.
- 5.2. The Customer may not derive any rights from advice and information provided by the User outside the scope of the Assignment.
- 5.3. In performing the Assignment, the User may rely on the accuracy and completeness of the information provided by the Customer. The User shall perform the Assignment on the assumption that the Customer has checked in advance the suitability of the Goods or Services for the intended requirements. No information relating to the Goods or Services may be regarded as a guarantee unless this has been expressly agreed in writing and signed on behalf of the User by an authorised person.
- 5.4. The Customer shall indemnify the User against any claim by third parties relating to information provided by or on behalf of the Customer.

6. Work, contract variations, setbacks

- 6.1. The User shall perform the Work properly, with sound craftsmanship, in accordance with generally applicable standards and in accordance with the Assignment, which is based on normal circumstances and during normal working hours for the User.
- 6.2. The User shall ensure that upon Delivery the Goods and the Work performed comply with applicable statutory requirements, unless this was not the case prior to the Work and this was not explicitly agreed between the Parties.
- 6.3. Unless otherwise agreed in writing, the Work shall not include:
 - a. groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work or other construction work;
 - b. connecting gas, water, electricity, internet or other infrastructural facilities;
 - c. measures to prevent or limit damage to, or theft or loss of goods present at or near the workplace;
 - d. removal of materials, building materials or waste;
 - e. vertical and horizontal transport;
- 6.4. Unless explicitly stated otherwise in the Assignment, the following shall not be included in the assembly nor shall it be the responsibility of the User:
 - a. The costs of additional manpower for moving those parts, which cannot be moved by manpower made available by the User, as well as the hoisting or lifting equipment and hoists to be used for this purpose.
 - b. Connecting the installations to the electrical, gas or water supply networks, as well as connecting drainage pipes.
 - c. Supplying and installing the switching and protection devices and electrical cables for electric motors and other electrical appliances to be supplied by us, with the exception of starting and control resistors belonging to the electric motors.
 - d. Supplying gas, water, electricity, compressed air etc. required for testing and commissioning.
 - e. Work required to restore parts of items that have become soiled and/or damaged on the work site to their proper condition.
 - f. Cutting and breaking.
 - g. Using platforms.

- 6.4. The User may under- or overestimate amounts in the Assignment by a maximum of 10%, without any grounds for complaint by the Customer or termination of the Assignment or the need for a new Assignment, unless it also involves other changes. This shall also apply in the case of provisional sums, time estimates and quantities included in the Assignment, which the User can only determine definitively after it has completed its Work.
- 6.5. If an overrun exceeds 10%, the User shall consult with the Customer. In that case, the Parties may either terminate or amend the Assignment, or enter into a new Assignment with respect to the overrun. In the event of cancellation, the Assignment shall remain valid until cancellation and the Customer shall pay the agreed fee for the Work already performed, after which the User shall deliver the Work in an assembled and usable condition, to the extent possible.
- 6.6. In the case of Contract Extras, the Parties shall conclude a new Assignment for this Work. In the event that the Customer fails to respond to an Offer regarding Contract Extras and is unavailable while Contract Extras are being carried out under time pressure, the User may still perform the Contract Extras, provided that these Contract Extras are necessary and/or logical, are clearly reasonable and represent added value for the Customer and the Assignment.
- 6.7. Contract Extras are invoiced as a lump sum on the first day of the next payment term. If no payment term is agreed upon, invoicing shall take place all at once upon completion of the Contract Extras.

7. Acceptance tests

- 7.1. If acceptance tests have been agreed upon, the Customer shall, after Delivery or, if Work has been agreed upon, after completion of the Work, afford the User the opportunity to perform the necessary preparatory tests and to apply those improvements and modifications considered necessary by the User. The acceptance tests shall be performed immediately upon request of the User in the presence of the Customer. If the acceptance tests have been performed without specified and well-founded complaints, and if the Customer does not meet its aforementioned obligations, the Assignment shall be deemed to have been completed and the result accepted.
- 7.2. The Customer shall make the necessary facilities available to the User, as well as representative samples of materials to be processed in sufficient quantities, on time, free of charge and at the right location, so that the conditions of use of the product anticipated by the Parties can be simulated to the greatest extent possible. If the Customer fails to do so, the previous provision, last sentence, shall apply.
- 7.3. The provisions of this article shall apply even if the User does not require an acceptance test/form, but indicates to the Customer that the work performed is ready to be delivered, which in any case shall be the case if the Customer does not inspect it within 5 working days after the time of delivery indicated by the User and accepts the Delivery with or without reservation.
- 7.4. Following acceptance, Delivery shall be deemed to have taken place and the work performed by the User shall be at the risk of the Customer, who shall therefore owe the agreed price, while in that case the User shall also be discharged from liability for any defects the Customer should reasonably have discovered at the time of acceptance.

8. Obligations of the Customer

- 8.1. The Customer shall be responsible for installing legally required safeguards and for the consequences of any lack of safeguards, as well as for complying with all applicable statutory requirements with respect to the items.
- 8.2. The Customer shall be responsible for ensuring that work, which does not form part of the Work assigned to the User, is carried out in time according to the requirements of the work, so that the performance of the Work assigned to the User is not delayed as a result.

- 8.3. The Customer shall ensure that sufficient manpower is present to move those parts where the manpower made available by the User is insufficient. If a delay nevertheless occurs or is likely to occur, the Customer shall inform the User with immediate effect.
- 8.4. The Customer shall ensure that adequate and safe auxiliary equipment for the horizontal and vertical movement of heavy parts and materials required for the performance of the Assignment is available on time and free of charge.
- 8.5. The Customer shall ensure that the installations are connected to the electricity, gas or water mains, and that drainage pipes have been connected.
- 8.6. The Customer shall ensure that the switching and protection devices and electrical cables for electric motors and other electrical devices to be supplied by us, with the exception of starting and control resistors belonging to the electric motors, are delivered and fitted.
- 8.7. The Customer shall ensure that gas, water, electricity and compressed air are available on site, without requiring any fee.
- 8.8. The Customer shall ensure that the parts of the products that become soiled or damaged at work are restored to a good condition.
- 8.9. The Customer shall ensure that the User has timely access to the drawings and other data and approvals required for the performance of the Work, such as permits, exemptions and the like.
- 8.10. The Customer shall be responsible for the instructions and practices prescribed by it or on its behalf, as well as for the orders and instructions issued by it or on its behalf.
- 8.11. The Customer shall ensure that legally prescribed safety measures are applied with respect to the delivered goods.
- 8.12. The Customer shall ensure that a proper access road is available for the supply of materials.
- 8.13. The Customer shall bear the risk of damage to and loss of materials, parts or tools that have been delivered to the location where the work is performed, if this can be attributed to the Customer. Loss of and/or damage to the aforementioned items during the time they are under the supervision of the Customer outside normal working hours shall be at the Customer's risk.
- 8.14. The Customer shall bear the risk for damage caused by defects or unsuitability of items originating from or prescribed by the Customer or purchased from a prescribed supplier and for the non-delivery or late delivery of the said items.
- 8.15. The Customer shall bear the risk for damage caused by or resulting from errors or defects in the drawings, calculations, constructions, specifications or implementation instructions it has provided.
- 8.16. The Customer shall bear the risk for improper performance of the Assignment, if and insofar as this is attributable to the agents it has prescribed or provided.
- 8.17. The Customer shall not be entitled to allow the persons engaged by the User for the performance of the Work to perform work that is not directly related to the agreed Work.

Article 9. Prices

- 9.1. All prices are gross, in euros, exclusive of packaging costs, turnover tax and other government levies applicable to the sale and delivery, unless otherwise agreed in writing. Prices are calculated for delivery at the User's place of business. If delivery takes place elsewhere at the Customer's request, any additional costs involved shall be borne by the Customer.
- 9.2. If assembly of the Object to be delivered has been agreed, the price shall be calculated including the agreed assembly operations and ready-for-use delivery of the Object to the location specified in the offer, but excluding packaging costs, turnover tax and other government levies on sale and delivery. Costs of loading and unloading and of transport of raw materials, semi-manufactured goods, models, tools and other items made available by the Customer are not included in the price and shall be charged separately. Costs paid for by the User in this respect shall be regarded as an advance payment at the expense of the Customer.
- 9.3. The prices are based on the currency rates applicable at the time of the Offer, the applicable material prices and labour costs.

- 9.4. If, after the Offer or after the conclusion of the Assignment, the User is faced with additional costs due to increases in material prices, wage costs, import and/or export duties and/or levies of any nature whatsoever, or costs caused by currency fluctuations, the User shall be entitled to pass said increases on to the Customer.
- 9.5. The User shall at all times be entitled to adjust prices if a legal price-determining factor gives cause to do so.
- 9.6. A compound quotation shall not oblige the User to supply part of the items included in the Assignment at a proportionate part of the quoted price.

Article 10. Payment

- 10.1. The User may invoice periodically, on an interim basis, in advance or upon Delivery of the Goods and/or Services.
- 10.2. Payment must be made within 7 days after the invoice date, unless other payment conditions have been agreed In Writing.
- 10.3. Payment shall first serve to pay the costs, next the interest due and then the oldest outstanding principal sum and current interest, irrespective of the Customer's intention in making the payment.
- 10.4. If the payment term is exceeded, the Customer shall be in default by operation of law and shall owe the statutory commercial interest on the full invoice amount from that moment.
- 10.5. The Customer shall not be authorised to suspend or set off its payment obligations.
- 10.6. All collection costs, both judicial and extrajudicial, shall be borne by the Customer. The extrajudicial costs shall be set at a minimum of 15% of the principal sum and interest, with a minimum of € 250, excluding VAT, without prejudice to the User's right to claim from the Customer the actual extrajudicial costs in excess of this amount, as they appear from the invoices submitted by the User and its lawyer, amongst others.
- 10.7. The User may demand a security from the Customer for the payment of its invoices.
- 10.8. Payment of the User's invoice shall be immediately due and payable if a petition for bankruptcy or suspension of payment is filed with respect to the Customer, an attachment is levied against the Customer or the Customer's company or shares are to be transferred, alienated, discontinued, etc.

Article 11. Delivery

- 11.1. Delivery shall take place ex User's company. The costs of any transport of the Goods to the address of the Customer are not included in the purchase price and shall be at the expense and risk of the Customer.
- 11.2. The delivered items shall be at the risk of the Customer from the moment of delivery. Delivery of the Goods shall be deemed to have been completed:
 - a. At the moment the User offers the Goods to the carrier for transport, if the User has agreed with the Customer that the Goods will be transported to the address provided by the Customer.
 - b. Upon the User informing the Customer that the Goods are ready for transport. In such case the Customer must collect the Goods within seven days after the said notification, in default of which the User shall be entitled to (cause to) store the Goods at the expense of the Customer.
- 11.3. If the Customer fails to take Delivery, the User may charge the Customer storage costs of at least € 50.00 per day.
- 11.4. To the extent that Delivery on call, has been agreed, the User may, in the event that the Customer does not call or does not call on time, i.e. two months after we have notified the Customer that the goods are ready, (cause to) store the goods at the Customer's expense, whereby the User shall be entitled to charge a surcharge percentage.

- 11.5. The (old) parts and materials remaining during the Work and after Delivery shall become the property of the User, unless the Parties have agreed otherwise in writing. In that case, the Customer must remove these parts and/or materials immediately upon Delivery.

Article 12. Delivery of exchange items and packaging

- 12.1. The exchange items sold by the User to the Customer shall be packaged in a standardised manner. If applicable, packaging will be used. This packaging shall be given on loan to the buyer. Packaging remains the property of the User. The Customer must return the packaging to the User undamaged. A deposit shall be charged on packaging, unless otherwise agreed. If the Customer has not returned the packaging within one month after purchasing the exchange item, the User shall no longer be obliged to return the deposit. This shall not affect the Customer's obligation to return the packaging.
- 12.2. Upon purchase of an exchange item, the Customer shall be charged a deposit, unless otherwise agreed. If the Customer does not return the old items to be exchanged within three months after the purchase of the exchange items and/or does not return them correctly packaged (not safe, not fully coolant-free, not oil-free), the User shall no longer be obliged to return the deposit charged to the Customer. This shall not affect the Customer's obligation to return the old item.
- 12.3. Exchange items shall only be sold in exchange for the old item. The old item must be of the same make, construction type and composition and may not be broken, torn, welded or otherwise damaged or incomplete. It must be possible to overhaul the vital parts (in the case of an engine, these include the engine block, power head, crankshaft and camshaft) in a normal manner. If the exchanged item does not satisfy these requirements, any higher costs shall be at the expense of the Customer and a recalculation will be made.
- 12.4. For environmental and safety reasons, the Customer shall pack the old items to be returned safely and completely free of coolant and oil at its own expense. The Customer shall be liable for all damages of the User and/or third parties resulting from incorrect delivery of the old items to be returned. The Customer shall indemnify the User in this respect.
- 12.5. If, when selling a new item against the purchase of a used item, the Customer continues to use the old item pending the delivery of the new item, the latter shall only become the property of the User after its actual delivery to the User. As long as the Customer continues to use the item, this shall be entirely at its expense and risk.

Article 13. Delivery time

- 13.1. A delivery time stated by the User is without obligation and not a strict deadline within the meaning of Section 6:83(a) of the Dutch Civil Code, unless explicitly agreed otherwise.
- 13.2. The Delivery Time has been determined subject to the conditions that the circumstances under which the User can perform Work and/or Deliveries remain the same as at the time of concluding the Assignment and that the necessary materials and/or parts are supplied on time. If a delay occurs due to a change in the aforementioned circumstances or the necessary materials and/or parts, although ordered on time, are not supplied to the User on time, the Delivery Time shall be extended by the duration of this delay.
- 13.3. Exceeding the Delivery Time as a result of changes to the Assignment, Contract Extras or non-compliance with the terms (of payment) of the Assignment by the Customer shall not be considered a deadline. In the event of late Delivery, the Customer shall give the User written notice of default, with due observance of a reasonable period of time.
- 13.4. The User shall inform the Customer as soon as it reasonably expects the Delivery Time to be exceeded and confirm the arrangements in writing. Delayed Delivery shall not entitle the Customer to refuse acceptance or to suspend the performance of the Customer's obligations vis-à-vis the User.

- 13.5. The User shall be entitled to deliver orders in parts, whereby the terms of payment also apply to each partial delivery.

Article 14. Warranty

- 14.1. With respect to Goods delivered by the User, the warranty given by the User shall not exceed the warranty given to the User by its supplier of those Goods. The warranty period starts from the date of Delivery and the maximum period shall be:
For Work: 12 months
For Goods: 12 months
For refurbished or replaced parts: 12 months
- 14.2. No warranty is given on commissioned emergency repairs. Furthermore, the following is excluded from the warranty: 1) defects in materials or parts that have been prescribed or made available by the Customer; 2) defects that are the result of designs, drawings, constructions or working methods and advice provided by the Customer; 3) deviations in colour or quality considered permissible or unavoidable in the sector; 4) parts that are subject to wear and tear.
- 14.3. The warranty claim shall lapse if: a) the Customer fails to notify the User immediately after discovering the defects; b) the User is not afforded the opportunity to remedy the defects, unless it grants permission for repairs to be carried out elsewhere; c) third parties have, without the User's prior knowledge or permission, carried out work related to the work performed by the User in respect of which the warranty is invoked.
- 14.4. The warranty applies within the European Union.
- 14.5. Defects that were not already present at the time of Delivery, but that become apparent within a period of three months thereafter, shall be remedied by the User by means of replacement or in another manner chosen by the User.
- 14.6. The obligation set out in the previous paragraph shall only apply to those defects that were not reasonably noticeable at the time of Delivery and that appear under normal operating conditions and proper use of the delivered Goods. It shall not cover defects resulting from or connected with inadequate maintenance or repairs carried out by or on behalf of the Customer, nor defects resulting from normal wear and tear.
- 14.7. The Customer may only invoke the rights of this article if it:
- Notifies the User of the discovered defects in writing without delay;
 - Demonstrates to the User that the defects are attributable to the poor quality of the Goods, or are the direct result of an attributable failure by the User;
 - Renders all cooperation to enable the User to remove the defects within a reasonable time.
- 14.8. Unless the nature of the defect means that repairs must be carried out at the place where the Object has been set up, the Customer shall send every defective part of the Object, as referred to here, to the User for repair or replacement. In that case the User shall be deemed to have complied with the warranty obligation once the repaired part or a part for replacement has been provided by the User.
- 14.9. The defective parts, which have been replaced by the User under this warranty, shall be the property of the User.
- 14.10. The alleged failure of the User to fulfil its warranty obligation shall not release the Customer from its obligations that may arise from this or any other Assignment concluded with the User.
- 14.11. In case of repairs outside a radius of 100 km from Roosendaal, transport and accommodation costs shall be charged to the Customer.

Article 15. Liability

- 15.1. Except for fulfilment of the warranty obligation and subject to provisions of mandatory law, any liability of the User (including tortious liability) to pay any compensation for loss, of whatever nature, directly or indirectly, is excluded, except in the case of intent or gross negligence and except for liability that is explicitly accepted by the User. This article shall also apply in the event of negligence in the production by the User's suppliers or subcontractors.
- 15.2. In the event that the User's liability is accepted, whether this relates to direct loss, personal injury or damage caused by delay or under whatever name, the User's liability shall not extend beyond compensation for direct loss up to the amount that the Customer owes the User pursuant to the relevant Assignment with the Customer in respect of the Work.
- 15.3. In any case, the User shall not be liable for any damage caused by inexperienced use of the items delivered or by using it for any purpose other than that for which it is suitable according to objective criteria. The User accepts no liability for the use of supplied loose hoses that have been assembled by the User. The choice of the hose, among other things in terms of type, strength, size, rubber composition etc. shall be entirely the decision of the Customer and the Customer shall be responsible for ensuring that its choice is suitable for the application for which it is to be used.
- 15.4. The User shall not be liable for intent and/or gross negligence of non-managerial subordinates.
- 15.5. The User shall never be liable with respect to advice, information, recommendations, etc. given verbally.
- 15.6. The User's subordinates may invoke the provisions of this article vis-à-vis the Customer, and if necessary also vis-à-vis third parties, in the same way as the User.
- 15.7. The User shall not be liable for any damage in relation to the Object or Goods of the Customer or third parties in the Object or at the User's premises, such as cargo, inventory, money, documents and securities, such as due to theft or fire.

Article 16. Indemnification

- 16.1. The Customer shall indemnify the User, to the extent permitted by law, against any liability towards one or more third parties, which has arisen due to and/or in connection with the performance of the Assignment, irrespective of whether the damage was caused or inflicted by the User, an assistant, auxiliary materials or items supplied.
- 16.2. The Customer shall also indemnify the User, to the extent permitted by law, against liability towards third parties in connection with a defect in the Work or Goods supplied by the User.
- 16.3. If the damage is also the result of a circumstance that can be attributed to the Customer, the Customer shall be obliged to compensate at least a proportionate part of this damage.
- 16.4. The Customer shall effect adequate insurance to cover the implementation risk as referred to in the first paragraph. Upon the User's first request the Customer shall be obliged to demonstrate that it has complied with this obligation.
- 16.5. The User's subordinates may invoke above provisions of this article vis-à-vis the Customer and if necessary also vis-à-vis third parties in the same way as us.

Article 17. Complaints

- 17.1. Complaints regarding the delivered Goods or Work must be submitted to the User within eight days after the basis for the complaint was discovered or reasonably could have been discovered, on pain of forfeiture of any claims. This period shall commence at the moment of actual delivery of the Goods or the moment of commencement of the Work. Complaints submitted in any other manner or to intermediaries, or received by the User at a later stage, shall not be considered.

- 17.2. In the case of complaints submitted on time, the Customer shall afford the User the opportunity to inspect its complaint at the Customer's premises, failing which the complaint shall not be considered.
- 17.3. Complaints submitted on time shall not be considered either, if it appears that third parties have made alterations to or repaired the items, except where this was carried out with our prior knowledge and in case of an emergency, in which case the Customer has not been able to contact us beforehand, but has nevertheless immediately informed the User of the emergency.
- 17.4. If the complaint is found to be justified by the User, the latter shall be given the necessary time to take certain required measures or replace the rejected Goods. When replacing the rejected Goods, the benefits the Customer has enjoyed in the meantime may be taken into account and the User may charge a reasonable fee in this respect.
- 17.5. Return shipments shall not be accepted, unless agreed upon in writing beforehand. They must be sent carriage paid and properly packed.

Article 18. Force majeure

- 18.1. A shortcoming of the User shall not be attributed to it where it concerns Force Majeure.
- 18.2. Force majeure shall in any case exist in the event of:
 - a. operational failure, business interruption or strike, which the User could not reasonably avoid
 - b. late delivery by a supplier of the User of parts required for the performance of the Assignment;
 - c. transport difficulties or obstructions, which impede transport to or from the User;
 - d. war, riots, sabotage, flooding, fire, terrorism, an internal accident resulting in serious injury and other serious disruptions or threats, as well as the specific chance of such disruptions or threats, as well as instructions from the competent authority, fines from bailiffs, banks and other parties, sit-ins, strikes and government measures;
 - e. a situation in which the User is unable to perform the Assignment due to a shortcoming or carelessness on the part of a third party.
- 18.3. In the event of force majeure the User shall be entitled to dissolve the Assignment out of court or to suspend the moment of Delivery until the force majeure has ceased to exist, without being required to pay any compensation.
- 18.4. After dissolution of the Assignment due to force majeure, the User shall be entitled to reimbursement of the costs it has incurred and the Work performed in accordance with the Assignment up to that moment.

Article 19. Intellectual Property

- 19.1. The drawings, calculations, descriptions, models, tools and suchlike made or provided by the User shall remain the property of the User, even if the Customer has been charged for them.
- 19.2. The intellectual property rights to designs, drawings, calculations, models and other physical and digital records produced by the User shall remain explicitly vested in the User.
- 19.3. The Customer shall indemnify the User against third-party claims relating to the use of specifications, drawings, models, etc. supplied by the Customer or the use of items developed pursuant to the Assignment.

Article 20. Dissolution

- 20.1. If the Customer fails to fulfil any of its obligations towards User under the Assignment, a related Assignment, or any Assignments entered into before or after, or if the User may reasonably suspect that the Customer may not fulfil any of its obligations referred to above in the future, the User shall be entitled, at its own discretion:
- a. To demand payment in advance, or adequate security for payment, or immediate payment upon Delivery in respect of payment obligations under all current and future Assignments.
 - b. To suspend Deliveries (including the production or processing of Goods and Work to be delivered) without prejudice to the right to demand simultaneous or subsequent security for payment.
 - c. To dissolve the relevant Assignment in its entirety or to the extent that it has not been performed, with immediate effect;
 - d. To dissolve one or more Assignments in respect of which the Customer is not in default, in its entirety or to the extent that they have not been performed, with immediate effect, without prejudice to the User's right to claim full compensation for loss from the Customer.
- 20.2. If the Customer, after having been given written notice of default, remains negligent in fulfilling its obligations towards the User for a period of 14 days, the Assignment shall be dissolved by operation of law without judicial intervention, unless the User still requires performance of the Assignment. The foregoing shall apply without prejudice to the provisions of Article 10 of these Terms and Conditions.
- 20.3. If the Customer has failed imputably to fulfil its obligations vis-à-vis the User and the Assignment is dissolved for that reason, the Customer shall forfeit to the User an immediately payable penalty of 15% of the agreed sum, without notice of default or judicial intervention being required. This is without prejudice to the User's right to demand full compensation for damages and reimbursement of expenses instead.
- 20.4. Without prejudice to the provisions of this article, the User shall be entitled to terminate or suspend all or part of the Assignment with immediate effect without requiring any notice of default or judicial intervention and without prejudice to any of its other rights, in the event of the death of the Customer, if it applies for a suspension of payments or files a petition for bankruptcy, or if its bankruptcy is or has been applied for or is pronounced. In these cases, any claim by the User against the Customer shall become immediately due and payable in full, without the User being obliged to pay any compensation and/or be bound to any warranty. In all cases where the Customer becomes aware of facts and/or circumstances that give it good reason to fear that it will not (be able to) fulfil its obligations towards the User, it shall be obliged to immediately inform the User thereof.

Article 21. Retention of title and right of retention and right of pledge

- 21.1. The User shall retain ownership of the Goods delivered (including used parts and materials), until:
- the purchase price for all these items has been paid in full. If the User, within the scope of the sale, has performed Work for the benefit of the Customer, the said retained ownership shall apply until the Customer has also paid its related claims in full.
 - all claims against the Customer the User may receive due to the Customer's failure to fulfil one or more of its obligations towards the User have been paid in full.
- 21.2. From the moment of Delivery, the Customer shall bear the risk of loss of, damage to or any other reduction in value of the delivered goods. The User shall not be bound to indemnify the Customer for its liability as holder of the item. On the other hand, the Customer shall indemnify the User against claims that third parties may have against the User and that may be related to the retention of title.

- 21.3. Where the parts subject to retention of title are freely accessible and easily dismantled, the User may proceed to retrieve those parts and use them elsewhere, whereby the Customer shall be liable for the expenses incurred by the User.
- 21.4. The Customer shall be obliged to store all Goods sold and delivered to it by the User separately and in a clearly identifiable manner in its office or company. The User shall at all times be authorised to (cause to) remove these Goods from the Customer's premises, to repossess them and to store them elsewhere, if the Customer has not fully and/or timely fulfilled its obligations towards the User, or if it is clear that the Customer will not be able to fully and/or timely fulfil its obligations towards the User. This right shall particularly - but not exclusively - apply if the Customer has been granted a suspension of payments, if its bankruptcy has been applied for or pronounced, or if the Customer is making or has made any payment arrangements with one or more of its creditors.
- 21.5. The Customer shall not be permitted to alienate, pawn, pledge, rent, distribute or remove the delivered items from its business in any manner or under any title whatsoever as long as full payment of what is due to us has not been made, unless we have given explicit written permission to do so. The User authorises the Customer to resell the items in the ordinary course of its business until further notice. This right shall end in the event of cessation of payments.
- 21.6. The Customer shall inform the User with immediate effect if third parties claim rights with respect to items supplied by the User to the Customer, if the User still has any amount to claim from the Customer. In that case the User shall be entitled to (cause to) remove the relevant items from the Customer and store them elsewhere.
- 21.7. At the User's request, the Customer shall immediately disclose in writing to whom it has sold the Goods and which claims it is entitled to from this sale and furthermore it shall, at its expense, draw up deeds certified by a notary for the User with respect to the assignment of the claims.
- 21.8. In case the User wishes to repossess the Goods in accordance with this article, the Customer shall grant the User access to its office or company for that purpose. The Customer shall be liable for all costs associated with repossessing and storing the Goods.. The User shall only be obliged to redeliver the Goods after it has been paid in full or adequate security has been provided for the claims.
- 21.9. In case of repair, the User may exercise the right of retention on the Object if and for as long as:
 - the Customer does not pay the costs of the work on the Object in full or in part;
 - the Customer does not pay, or does not pay in full, the costs of other work carried out by the overhaul company;
 - the Customer does not pay, or does not pay in full, any other claims (including for compensation of damage, interest and costs) arising from the contractual relationship with the User.
- 21.10. Where the retention of title in respect of the delivered items is extinguished as a result of accession, confusion or specification of an item, a Customer establishes a non-possessory pledge for the benefit of the User on the accession, confusion or specification of an item as security for all that the Customer owes and will owe the User for whatever reason. The User shall at all times be entitled and is hereby irrevocably authorised by the Customer to perform the acts required to establish such reserved pledge right, expressly including establishment of the pledge right by authentic instrument or by registered private instrument, and also to act on behalf of the Customer. At the request of the User, the Customer shall undertake to render its cooperation to such pledge without delay, to the extent necessary.

- 21.11. The Customer shall be entitled to process the Goods or combine them with other products in the ordinary course of its business. The User shall acquire co-ownership of the items resulting from the processing or combining in order to secure its claims, without the User being liable to pay any compensation. The extent of co-ownership shall be determined by the ratio of the value of the Goods to that of the items created by processing or combining.
- 21.12. The Customer undertakes not to assign or pledge to third parties any claims it may acquire against its clients without the User's prior written consent. The Customer further undertakes to assign or pledge the said claims to the User, as soon as the latter expresses its wish in this respect, in the manner stipulated in Section 3:239 of the Dutch Civil Code, as additional security for claims against the Customer on whatever grounds.

Article 22. Communications

- 22.1. Unless otherwise stipulated, all communications regarding the (performance of the) Assignment shall be made in writing.
- 22.2. Demands for performance and notices of default shall be given by registered letter, clearly stating what is required and the applicable term.
- 22.3. The provisions of the previous paragraph shall also apply to stipulating any other term and the invocation of dissolution of the Assignment. An invocation of dissolution must clearly state the grounds for dissolution.

Article 23. Personal Data

- 23.1. The personal data of the Parties stated on the confirmation of assignment shall be processed by the User in accordance with the General Data Protection Regulation (GDPR). This processing enables the User to perform the Assignment and fulfil its warranty obligations towards the Customer, provide the Customer with optimum service, provide the Customer with up-to-date information in a timely manner and make personalised offers to the Customer.
- 23.2. Any objection of the Customer to the processing of personal data within the meaning of the GDPR for direct mailing purposes shall be honoured by the User.
- 23.3. The car data shall be recorded in the odometer reading register. Odometer readings will be registered in this system in order to prevent fraud with odometer readings.

Article 24. Disputes

- 24.1. The Customer must assert its rights within 6 months after they arise by initiating legal proceedings, failing which its rights shall automatically lapse. The foregoing does not affect other provisions of these General Terms and Conditions on the basis of which one or more rights of the Customer have already lapsed.
- 24.2. All Assignments between the User and the Customer shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
- 24.3. All disputes that may arise from or in connection with an Assignment as referred to in these Terms and Conditions, as well as from or in connection with Assignments resulting from such an Assignment, shall be brought before and adjudicated by the competent court of the District Court of Zeeland-West-Brabant, if they cannot be resolved by mutual consultation.