

General Purchase Conditions

Article 1. Definitions

The following definitions will have the following meanings in these general terms and conditions ("General Purchase Conditions") unless stated otherwise:

- **Purchaser:** the party purchasing a vehicle and wishing to make use of the General Purchase Conditions;
- **Seller:** the party selling a vehicle to the Purchaser;
- **Agreement:** an agreement between the Purchaser and Seller.

Article 2. General

1. These General Purchase Conditions apply to Agreements and all offers and acceptances made by the Purchaser.
2. The application of any other terms and conditions referred to by the Seller in its offer or acceptance is strictly rejected.
3. The voidability or nullity of one or more provisions in these General Purchase Conditions does not affect the applicability of the remaining provisions.
4. If any provision of these General Purchase Conditions become void or voidable, the Purchaser has the right to replace the provision(s) concerned with another provision which will observe consistency with the aim and scope of the original provision as far as possible. The Seller undertakes to accept this new provision.
5. The Purchaser is able to amend and/or make additions to these General Purchase Conditions at all times. Any amendments or additions apply to existing and new Agreements. If the addition does not concern a void or voidable clause as referred to in the previous paragraph, the Seller has the right with regard to existing Agreements to reject the amendment and/or addition (in writing) within fourteen (14) days of being notified of the respective amendment and/or addition. If the Seller rejects the amendment or addition in writing, the original General Purchase Conditions will remain intact for the existing Agreement(s).
6. The Seller will ensure that it provides the information indicated as necessary by the Purchaser or which the Seller reasonably ought to understand as being necessary for the performance of the Agreement, in a timely manner.

Article 3. Formation and content of the Agreement

1. All offers made by the Purchaser are free of commitment, unless the offer includes an acceptance period.
2. Offers do not automatically apply to future transactions.

3. The Seller may accept a purchase order ("POR") from the Purchaser; That Purchaser may accept a sales offer (supply contract) from the Seller; or the Purchaser may accept a sales offer from the Seller by recording this in writing in a purchase order from the Seller.
4. The Agreement is formed once the acceptance of the offer has been received by the Purchaser or once the Purchaser accepts the Seller's offer.
5. By accepting the (electronic) purchase order of Buyer, Seller agrees to all the conditions attached to the Agreement, including these General Purchase Conditions.
6. If there are minor variations between the Seller's acceptance of the Purchaser's offer and the Purchaser's offer, the Purchaser is not bound to these variations. The Agreement will not then be formed in accordance with this divergent acceptance, unless the Purchaser indicates otherwise.
7. No rights may be derived from handwritten amendments to quotations, offers and acceptances without the Purchaser's express written consent being separately recorded in a new order.
8. The Seller cannot cancel the Agreement, unless this is approved by the Purchaser. In this case, or if the Seller refuses to observe its obligations, the Seller is liable to pay 15% of the agreed purchase price, notwithstanding the Purchaser's rights to claim compensation.

Article 4. Quality and purpose

1. The vehicles to be delivered should comply with the provisions of the Agreement in respect of:
 - a. numbers and quality;
 - b. be delivered with the accompanying documents and proofs of ownership;
 - c. be delivered with the specifications described in the Agreement.
2. The Seller warrants to the Purchaser that the vehicle has the features described in the Agreement.
3. The Seller warrants that it is authorised to sell the vehicles, and that the ownership of the vehicles is transferred unencumbered and free from any charge or restriction. The Seller indemnifies the Purchaser for any claims and proceedings.
4. The Seller warrants that the Purchaser (and any subsequent purchasers) can register the vehicles in its name.

Article 5. Legal requirements

1. The Seller guarantees that the vehicles comply in all respects with all requirements set by the laws and/or other regulations that are in force at the time of the conclusion of the agreement and delivery.
2. The Purchaser shall make payments to Seller quoting the VIN number of the vehicle to be delivered.

Article 6. Documentation

1. The Agreement is concluded subject to the suspensive condition of receipt by email by the Purchaser of scans of the Certificates of Conformity (hereinafter: COCs) and/or the title deeds and/or the original registration certificates and/or the de-registration forms and/or all other relevant documentation, in accordance with the provisions of art. 4.
2. The Seller guarantees that upon conclusion of the Agreement and/or before delivery, they have checked all relevant documents that are necessary for a valid transfer of the vehicles and their registration with the competent authorities and that these documents are in order.
3. The Seller indemnifies the Purchaser for any claims and/or proceedings.

Article 7. Payment and transfer of ownership

1. By receipt of the purchase price by the Seller, the Seller declares that they will keep the vehicles for the Purchaser from the moment of receipt of the purchase price. The moment of receipt of the purchase price by the Seller is the moment of delivery, whereby ownership of the vehicles is transferred.
2. If it is agreed that the Seller will arrange the transport of the vehicles, the Seller will ensure that it or a third party will transport the vehicles properly and secure them in such a way that the vehicles reach their destination in good condition. The Seller will take out adequate insurance against risks during transport to the satisfaction of Purchaser or arrange for a third party to do so. The Seller will repair or replace the vehicles damaged or lost in transit free of charge, at the discretion of the Purchaser.
3. Contrary to the provisions of the Agreement, the Purchaser may pay the purchase price in instalments, as a result of which the delivery will take place in parts and the ownership will be transferred in parts. The Purchaser pays a new portion of the purchase price after ownership of the previous portion of the vehicles has transferred to them.
4. As soon as the Seller knows or suspects that the vehicles cannot be delivered on time, the Seller will immediately inform the Purchaser thereof.
5. The Seller is liable for any damage that the Purchaser suffers as a result of the delayed delivery as well as the late notification of delay.
6. If the vehicles are not delivered at the agreed time, the Purchaser may not only claim compensation but also dissolve the Agreement without judicial intervention. In that case, the Seller must immediately return the down payment already made and/or the purchase price paid.
7. In the event that the Agreement had already been partially fulfilled, the Purchaser may dissolve the Agreement in part at its discretion. In the latter case, the Purchaser is entitled to return the vehicles that have already been delivered to the Seller at their expense and risk and to reclaim from the Seller the payments they may have made for these vehicles .

Article 8. Transfer of risk

1. The risk for the vehicles will transfer to the Purchaser upon physical delivery.
2. If the vehicles are still held by the Seller for some time after delivery, the risk of the vehicles will only transfer from the Seller to the Purchaser at the moment that physical delivery to the Purchaser has taken place (delivery to the Purchaser's carrier, delivery to the Purchaser's address or otherwise agreed). As long as the Seller keeps the vehicles for the Purchaser, the Seller is obliged to store the vehicles separately as the identifiable property of the Purchaser, to secure them and to take all reasonable measures to prevent deterioration in quality until the Purchaser has actual control over the vehicles. When the Seller stores the vehicles at an external storage location, the storage agreement must state that the Purchaser is the owner of the vehicles, has full authority over the vehicles and
3. As long as the Seller keeps the vehicles for the Purchaser, the Seller will store, protect and take all reasonable measures to prevent any deterioration in quality thereof, until the Purchaser has actual control of the vehicles. If the Purchaser provides the transport, it will acquire actual control of the vehicles at the moment they are collected by its transport firm. In all other situations, the Purchaser will acquire actual control of the vehicles at the moment at which the vehicles are delivered to the agreed destination.
4. The risk in the vehicles remains with the Seller as the custodian of the vehicles until the Purchaser has acquired actual control of the vehicles.

Article 9. Insurance

1. The Seller is obliged to keep the vehicles insured up to and including the moment at which the Purchaser is given actual control over the vehicles.

Article 10. Liability

1. The Seller is required to compensate any loss incurred by the Purchaser as a result of acts or omissions by the Seller, attributable shortcomings under the Agreement (for instance, due to late delivery or a failure to send the documentation referred to in Article 6 of these General Purchase Conditions) or a claim in law, including unlawful acts.
2. The Seller may not rely upon force majeure, unless there was a war, threat of war, civil war or terrorism.
3. In order to comply with its liability obligations, the Seller is required in all events to pay compensation for direct loss, indirect loss, consequential damage, lost profits, costs to limit and avoid the aforementioned loss, including substitute transactions, as well as all other losses that are not included under the direct loss described in this article.
4. The Seller is required to pay cumulative interest on the compensation of 1% per month from the moment at which the loss occurred, unless the statutory rate of interest is higher, in which case this rate applies.

5. The Seller indemnifies the Purchaser for any claims by third parties.

Article 11. Purchase price and payment

1. The purchase price includes the price of the vehicle, and where agreed, the costs for transport and any applicable delivery charges.
2. The Purchaser is authorised to reduce the purchase price due by any amounts owed by the Seller, which may or not be from other agreements.
3. The Purchaser is entitled to suspend its payment obligations vis-à-vis the Seller until the amount due from the Seller has been settled.
4. If the Seller is established in another state and VAT may be invoiced at the zero rate, the Seller is required to do so, and to meet all necessary conditions and provide all requested information to the Purchaser. The Seller indemnifies the Purchaser for all losses that the latter may incur if the required conditions are not met.

Article 12. Suspension and termination

1. The Purchaser has the right to terminate the Agreement if the Seller is declared bankrupt, applies for a moratorium or if an application by the Purchaser as a natural person is granted by the court for the application of a debt restructuring scheme, or the Purchaser loses the power of disposition over its assets or a part of these due to attachment, a guardianship order or otherwise.
2. The Purchaser is also authorised to suspend and/or terminate the Agreement if:
 - a. The Seller fails to meet its obligations, meet them on time, or meet them in full. This also includes the situation in which the Seller does not or is unable to meet its payment obligations.
 - b. If the Purchaser becomes aware of circumstances after the conclusion of the Agreement that give good grounds for fearing that the Seller will not meet its obligations.
 - c. If a delay by the Seller means that the Purchaser can no longer be expected to comply with the terms of the Agreement that were originally agreed.
3. Termination of the Agreement will make all outstanding amounts by both parties immediately due and payable.
4. Force majeure on the part of the Purchaser gives the Purchaser the right to dissolve the Agreement. Payment already made will be returned by the Seller immediately.

Article 13. Costs of extrajudicial measures and court proceedings

1. If the Purchaser takes extrajudicial measures, the costs will be met by the Seller.
2. Wherever possible, the costs that must be reimbursed by the Seller will be calculated in accordance with the Dutch Decree of 1 July 2012 on Extrajudicial Collection Cost Compensation. The extrajudicial costs will be a minimum of €40 and a maximum of €6,775, depending on the principal sum.
3. The Purchaser's court costs will be met by the Seller, wherever reasonable.

Article 14. Confidentiality

The Seller must treat all information and documents in confidence and may not share these with third parties, unless the Purchaser has given its consent, or it must otherwise do so pursuant to the law and/or a court ruling.

Article 15. Applicable law

1. The legal relationship between the Purchaser and the Seller or another third party is governed by and subject to Dutch law.
2. The Vienna Sales Convention (United Nations treaty concerning international agreements of sale, Vienna 11 April 1980, *treaty series* 1981, 184 and 1986, 61), does not apply to this agreement.

Article 16. Disputes

1. Any disputes that may arise between the parties as a result of the Agreement or further agreements and other actions connected to the Agreement, including but not restricted to unlawful acts, undue payments and ungrounded enrichment will be settled by the District Court of Noord-Holland.
2. Any claim must be submitted by the Seller within one (1) year of the existence of the legal claim and notification of the Seller, irrespective of the possibility of prior expiry or a period of limitation pursuant to the law.

Article 17. Language

These General Purchase Conditions were originally drawn up in the Dutch language. These have been translated into various languages. In the event of any difference or inconsistency between the Dutch version and a translation of these General Purchase Conditions or a difference in the interpretation thereof, the General Purchase Conditions drawn up in Dutch shall prevail.