

## General Terms and Conditions of Sale

General Delivery Terms and Conditions of Network4Cars Trading B.V. in Nieuw Vennep, registered in the Trade Register of the Chamber of Commerce under number 28094651, v2019.1.

### **Article 1. Definitions**

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

- **Seller:** the user of the General Terms and Conditions of Sale;
- **Purchaser:** the counterparty of the Seller;
- **Agreement:** the agreement between the Seller and Purchaser.

### **Article 2. General**

1. These General Terms and Conditions of Sale apply to all Agreements and all offers and acceptances made by the Seller.
2. The application of any other terms and conditions referred to by the Purchaser in its offer or acceptance is strictly rejected.
3. The voidability or nullity of one or more provisions in these General Terms and Conditions of Sale does not affect the applicability of the remaining provisions.
4. If any provision of these General Terms and Conditions of Sale become void or voidable, the Seller 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 Purchaser undertakes to accept this new provision.
5. The Seller is able to amend and/or supplement 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 Purchaser has the right with regard to existing Agreements to reject the amendment and/or addition within fourteen (14) days of being notified of the respective amendment and/or addition. If the Purchaser rejects the amendment or addition in writing, the original General Purchase Conditions will remain intact for the existing Agreement(s).

### **Article 3. Formation and performance of the Agreement**

1. All offers and quotes are free of commitment, unless the offer or quote includes an acceptance period.
2. Unless agreed otherwise, the prices stated in the Seller's quote or offer exclude VAT, and service, delivery, transport and administration costs.
3. Unless agreed otherwise, the prices stated in the Seller's quote or offer are in euros.
4. Quotes or offers do not automatically apply to future transactions.
5. The agreement is formed once the Seller has reached acceptance of the offer, or when the Seller accepts the Purchaser's offer.

6. If there are minor variations between the acceptance and the offer included in the quote, the Seller is not bound to these variations. The Agreement will not then be formed in accordance with this divergent acceptance, unless the Seller indicates otherwise.
7. No rights may be derived from handwritten amendments to quotations, offers and acceptances without the Seller's express written consent being separately recorded in a new order.
8. The Purchaser cannot cancel the Agreement, unless this is approved by the Seller. In this case, or if the Purchaser refuses to observe its obligations, the Purchaser is liable to pay least 15% of the agreed purchase price, notwithstanding the Seller's rights to claim compensation.
9. The Purchaser will ensure that it provides the information indicated as necessary by the Seller or which the Purchaser reasonably ought to understand as being necessary for the performance of the Agreement, in a timely manner. If this information is not provided in a timely manner, the Seller is entitled to either terminate the Agreement or suspend the performance of the Agreement and to charge the Purchaser any additional costs (such as storage costs) that arose as a result of the delay. During the period of the delay, the risk in respect of the vehicles is with the Purchaser.

#### **Article 4. Purpose**

1. The Seller does not warrant that the vehicles are suitable for the purpose for which the Purchaser wishes to use them, nor does it warrant this if this purpose was communicated by the Purchaser, unless agreed to the contrary by the parties.
2. The Seller provides the documents in accordance with the Agreement and does not warrant that this can be used to register the vehicles. Registration is and remains the responsibility of the Purchaser.

#### **Article 5. Delivery**

1. Delivery of the vehicles will take place at the Seller's address, unless stated otherwise in the Agreement.
2. The Agreement will include an indicative delivery period. The Purchaser may not derive any rights from this. If this period is exceeded, the Purchaser will not have the right to terminate the agreement or to compensation.
3. Unless agreed otherwise, the vehicles will be delivered to the Purchaser at the moment that the vehicles have been paid for and are ready.
4. The Purchaser is under the obligation to take delivery, or arrange for delivery to be taken, of the Vehicles at the moment at which the Seller delivers the vehicles to it or at the moment in which the vehicles are made available, or should be made available, under the Agreement. The Purchaser must in any event ensure that delivery can occur there within one week following the communication from the Seller that the vehicles are ready for collection, and where applicable, ready for transport. If the Purchaser remains in default with the aforementioned obligations or the delivery does not occur

within the aforementioned period, the Purchaser is liable to the payment of a sum of 1% of the purchase price per week, notwithstanding the provisions of the previous provision of this article.

5. If the delivery does not occur within the aforementioned period, or the Purchaser refuses to take delivery of the vehicles at the moment at which they are delivered or made available to it, the Purchaser is liable for the loss incurred by the Seller and the additional costs (for instance, storage, transport and insurance costs) that the Seller must sustain as a result of the delay. During the period of the delay, the risk in respect of the vehicles is with the Purchaser.
6. If it has been agreed that the Agreement will be performed in phases, the Seller may suspend the performance of the following phase until the Purchaser has satisfied its obligations with regard to the previous phase.

#### **Article 6. Intra-Community delivery**

1. If the Purchaser is established in another member state of the European Union, invoices may be issued at a zero-rate for VAT if requested by the Purchaser. In that case, the Purchaser is under the obligation to meet all necessary conditions, provide the information required for this to the Seller and if requested, sign a destination declaration drawn up by the Seller. The Purchaser indemnifies the Seller for all losses that the latter may incur if the required conditions are not met.
2. If it is not possible to apply the aforementioned rate for whatever reason, the Seller will invoice the standard VAT to the Purchaser, who must pay this within 7 days of the invoice date.

#### **Article 7. Transfer of ownership and transfer of risk**

1. After all obligations arising from the Agreement with the Purchaser have been met, the Seller will transfer the ownership of the vehicle.
2. The risk in the vehicles will transfer to the Purchaser on delivery or at such an earlier date as follows from the Agreement or these General Terms and Conditions of Sale.

#### **Article 8. Retention of title**

1. As long as the Purchaser has not met all obligations, the Seller retains the title for the delivery. In that case, the ownership of the vehicles will transfer to the Purchaser once the Purchaser has met all its obligations vis-à-vis the Seller (including payment of the full purchase price and any other outstanding amounts).
2. The Purchaser is not permitted to pledge or encumber in any way the vehicles which have been delivered under retention of title.
3. If third parties make an attachment on the vehicles delivered under the retention of title or if they wish to establish rights on the vehicles, the Purchaser is under the obligation to inform the Seller of this forthwith.
4. The Purchaser is liable for all damage to the vehicles delivered under retention of title.

5. The Purchaser undertakes to insure the vehicles delivered under retention of title, and to keep them insured, against fire, damage (including damage due to explosion or water) and also theft. The Purchaser will make the policy available to the Seller when first requested by the Seller. If the event of any payment under this insurance, the Seller is entitled to the payment.

**Article 9. Obligation to examine**

1. The Purchaser is under the obligation to examine the vehicles or have them examined at the time of delivery.
2. Visible defects must be recorded on the CMR consignment note or another document drawn up at the time of delivery. The Purchaser must immediately inform the Seller in writing of the visible defects, or within two working days of delivery and must send the aforementioned document.
3. The Purchaser should inform the Seller of any non-visible defects within one week of delivery.
4. Any reported damage to the cars delivered by the Seller will only be accepted for processing if the Seller also sends documenting photos with the report of the damage (showing the registration plate and/or chassis number/reference).
5. If the Purchaser remains in default with its obligation to examine or fails to record and/or report these defects to the Seller in a timely manner and in the agreed manner, then the Purchaser will lose the right to rely upon these defects or to submit a claim for those defects.
6. In all cases, the Purchaser is under the obligation to take delivery and pay for the vehicles.

**Article 10. Force Majeure**

1. The Seller is entitled to not meet its obligations if it is impeded from meeting its obligations by force majeure.
2. In all events, there will be force majeure on the part of the Seller if following the entry into the Agreement the Seller is impeded from meeting its obligations under this Agreement as a result of war, a threat of war, civil war, terrorism, unrest, acts of war, fire, water damage, flooding, work strikes, factory sit-ins, lock-outs, import and export restrictions, government measures or disruptions to the energy supply, both at the Seller's premises and those of any third parties from which the Seller must fully or partly obtain the necessary materials, as well as during storage or transport, and furthermore by all other causes which occur and are beyond the fault or scope of risk of the Seller.

**Article 11. Guarantee**

1. The Seller purchases the vehicles in their current condition.
2. It does not issue any guarantees, except where agreed otherwise.
3. If the standard manufacturer's guarantee still applies (as applicable in the country of

the original supplier), the Purchaser should contact the manufacturer directly if it wishes to invoke this guarantee.

4. The Purchaser agrees that the Seller is under no obligation to notify it of any recalls.

#### **Article 12. Liability**

1. The liability of the Seller vis-à-vis the Purchaser is limited at all times to the direct loss and up to a maximum of the purchase price.
2. Direct loss is understood to mean the reasonable expenses incurred:
  - a. in determining the cause and scope of the defect;
  - b. to rectify the defect;
3. Insofar as the claimed loss is related to damaged paintwork, if it is not possible to polish away the scratch or scratches and it is visible from all sides. Dents must be visible from a distance of 3 metres from either side of the vehicles.
4. The scale of the damage described above will be assessed by an expert working for or appointed by the Seller.
5. The Seller is not liable for indirect loss, consequential loss, lost profits, costs incurred in limiting and avoiding the aforementioned loss or any other loss that does not fall under the direct damage described in this article.
6. The Seller is not liable under any circumstances for loss if it is unable to make the delivery or to do this on time due to the actions of a third party, in which case the Seller may also terminate the Agreement with the Purchaser. In that case, the Purchaser is not able to make any claim under any ground against the Seller.
7. The Purchaser indemnifies the Seller for any claims by third parties.

#### **Article 13. Purchase price and payment**

1. The purchase price includes the price of the vehicle, and where agreed, the costs for transport and any delivery charges.
2. VAT, BPM (private motor vehicle and motorcycle tax) and/or other mandatory levies and taxes will be charged where applicable.
3. Changes to taxes, duties, and other levies to be imposed by the government will always be charged on, even for Agreements that have already been concluded, and do not give the Purchaser the right to terminate the Agreement.
4. Payment should be made no later than 7 days from the invoice date and the Purchaser is under the obligation in any event to pay the purchase price in full before the vehicles are delivered, unless agreed otherwise.
5. The Purchaser is not authorised to reduce or offset this purchase price by any amount on account of a counterclaim it has brought, or to suspend payment on account of a counterclaim.
6. Payment will be made by bank transfer to the Seller's bank account or to another bank account that will be indicated by the Seller.

#### **Article 14. Default on payment**

1. If the Purchaser does not pay the purchase price within 7 days of the invoice date, the Purchaser will be in default by operation of law. The Purchaser will then owe cumulative interest of 1% per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate applies.
2. In addition to interest, the Purchaser is also under the obligation to pay all additional costs and damage incurred by the Seller. This includes garaging and insurance costs and also the extrajudicial collection costs. The Purchaser is also liable to pay the aforementioned interest on these costs.
3. The Seller has the right to use the payments already made by the Purchaser to first reduce the costs, then the interest and finally the principal sum. The Seller may, without being in default as a result, reject a payment or offer for payment, if the Purchaser assigns a different order of allocation. In this case, the Seller may also reject full settlement of the principal sum, or an offer to do so, if the outstanding interest and costs have not also been settled.
4. Payments will at all times be for the benefit of the longest overdue invoice.
5. If the Purchaser remains in default with the timely payment of the purchase price, the Seller has the right to sell the vehicles to a third party, notwithstanding the other provisions contained in these General Terms and Conditions of Sale. The Purchaser must compensate the difference between the price that the Purchaser would have paid and the price paid by the third party.

#### **Article 15. Suspension and termination**

1. The Seller has the right to terminate the Agreement if the Purchaser 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 Seller is also authorised to suspend and/or terminate the Agreement if:
  - a. The Purchaser fails to meet its obligations, fails to meet them on time, or fails to meet them in full. This also includes the situation in which the Purchaser does not or is unable to meet its payment obligations.
  - b. If the Seller becomes aware of circumstances after the conclusion of the Agreement that give good grounds for fearing that the Purchaser will not meet its obligations.
  - c. The Purchaser is requested upon concluding the Agreement to offer a security deposit for the settlement of its obligations under the Agreement and this security is not forthcoming or is insufficient.
  - d. If there is a delay on the side of the Purchaser, the Seller can no longer be required to observe the Agreement under the terms and conditions that were originally agreed.
3. The Purchaser is liable for the loss incurred by the Seller, inter alia, loss consisting of loss of profit, transport costs, garaging and insurance costs and also other costs. The Purchaser also is required to pay cumulative interest on the compensation of 1% per month, unless the statutory rate of interest is higher, in which case this rate applies.

**Article 16. Costs of extrajudicial measures and court proceedings**

1. If the Seller takes extrajudicial measures, the costs of these will be met by the Purchaser.
2. Wherever possible, the costs that must be reimbursed by the Purchaser 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 Seller's court costs will be at the expense of the Purchaser, wherever reasonable.

**Article 17. Confidentiality**

The Purchaser must handle all information and records in confidence and should not share these with third parties, except where the Seller has given its consent and insofar as the contrary follows from the law and/or a court judgment.

**Article 18. Applicable law**

1. The legal relationship between the Seller and the Purchaser 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.

**Article 19. Disputes**

1. Any disputes that may arise between the parties in relation to and/or 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, the Netherlands.
2. Any claim must be submitted by the Purchaser within 6 months 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 20. Language**

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