

GENERAL TERMS AND CONDITIONS

Autohandel Gebroeders Heinhuis v.o.f.
Darwin 16 in (7609 RL) Almelo

filed on 03-01-2022 at the District Court of Overijssel under number 01/2022.

Article 1 Definitions

In these General Terms and Conditions, the following terms are defined as stated below:

'Heinhuis':	the commercial partnership (V.O.F.) Autohandel Gebroeders Heinhuis and its affiliated companies;
'Other Party':	any party that concludes an Agreement with Heinhuis, or with whom Heinhuis is negotiating on the conclusion of an Agreement;
'Agreement':	the agreement to deliver goods and/or provide services;
'Goods':	the vehicles and/or parts of vehicles that are the subject matter of the Agreement.

Article 2 Applicability of these General Terms And Conditions

1. These General Terms and Conditions apply to all Agreements entered into with Heinhuis and/or its affiliated companies, including but not limited to (pre-contractual) legal relationships in which Heinhuis acts as seller, supplier of goods or service provider.
2. Heinhuis expressly rejects the applicability of the general terms and conditions of the Other Party. By entering into an Agreement and/or legal relationship, as described in Article 2.1, the Other Party expressly waives the applicability of any general terms and conditions on its side. The Agreement and/or legal relationship, as described in Article 2.1, is exclusively governed by these General Terms and Conditions.
3. If there is a difference between the text of the Dutch, German and English General Terms and Conditions, the Dutch text shall prevail.
4. If one or more provisions of these General Terms and Conditions are wholly or partially void or voided, the remaining provisions of these General Terms and Conditions shall continue to apply in full.
5. In addition to these General Terms and Conditions, the most recent version of the Convention on the Contract for International Carriage by Road (CMR Convention) shall apply to international road carriage and the most recent version of the General Transport Conditions (AVC) shall apply to national road carriage.
6. These General Terms and Conditions prevail over other terms and conditions, treaties or statutory regulations. In case of contradiction between the General Terms and Conditions, the CMR Convention, the General Transport Conditions (AVC) and/or other conventions,

laws and/or regulations, the following order of precedence applies:

- i. Agreement between the Parties;
 - ii. General Terms and Conditions;
 - iii. CMR Convention
 - iv. General Transport Conditions (AVC);
 - v. Other treaties, laws and/or statutory regulations, such as Book 8 of the Dutch Civil Code.
7. These General Terms and Conditions are filed with the District Court of Overijssel, location Almelo.

Article 3 Quotes and Conclusion of the Agreement

1. All quotes and offers by Heinhuis are free of obligation unless the quote stipulates a term for acceptance. A quote or offer shall lapse if the product to which the quote or offer relates has become unavailable in the meantime.
2. Heinhuis cannot be bound by its quotes or offers if the Other Party could reasonably understand that the quotes or offers, or part thereof, contain an apparent mistake or error.
3. The prices mentioned in a quote or offer are exclusive of VAT and other government levies, any costs to be incurred within the framework of the Agreement, including travel and accommodation costs, shipping costs and administration costs, unless otherwise stated.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quote or offer, Heinhuis will not be bound by it. The Agreement will not be concluded in accordance with this deviating acceptance, unless Heinhuis indicates otherwise.
5. Quotes or offers do not automatically apply to future orders.
6. The deviating acceptance of the Other Party shall be deemed to constitute a completely new offer to Heinhuis.

Article 4 Delivery

1. Delivery shall take place immediately after the agreed purchase price has been received in full by Heinhuis.
2. The Other Party is obliged to take delivery of the purchased goods within seven days after the full purchase price has been paid to Heinhuis. If the Other Party fails to take delivery of the goods within the aforementioned term, the Other Party shall owe a fee of EUR 100 per day that the goods remain at Heinhuis unless the Parties have agreed otherwise in writing.
3. If the period of seven days referred to in Article 4.2 has expired and the Other Party has not taken delivery of the goods and/or refuses to take delivery of the goods or fails to provide information or instructions necessary for delivery, Heinhuis shall also be entitled, regardless of the provisions of Article 4.2, to dissolve the Agreement. The payment or advance payment made shall be regarded as compensation on the part of Heinhuis. Invoking this Article on the part of Heinhuis does not exclude the other provisions and or

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possibility of Heinhuis to claim any damage and/or dissolve the Agreement.

4. The Other Party is responsible for loading and/or unloading the goods or having them loaded and/or unloaded. Heinhuis shall not arrange for the loading and/or unloading of the goods, unless Heinhuis has expressly confirmed otherwise in writing. In cases where Heinhuis has been instructed by the Other Party to load and/or unload or to engage a third party for this purpose, this will be done at the Other Party's expense and risk. Heinhuis shall never be liable for damage and/or loss of goods that is the result of a defective manner of loading and/or unloading.

Article 5 Delivery Time

1. The agreed delivery time is not a final deadline unless expressly agreed otherwise. It is only an indication. The Other Party cannot derive any rights from it.
2. The Other Party must give Heinhuis written notice of default and allow it a reasonable period for delivery. If, after the Other Party has given Heinhuis a reasonable period of time to deliver, the Other Party is entitled to dissolve the Agreement. The Other Party will not have this right if it is in default.
3. In cases where delivery cannot take place or is late because of force majeure, as referred to in Section 6:75 of the Dutch Civil Code, or circumstances not attributable to Heinhuis, Heinhuis will be entitled to dissolve all or part of the Agreement, or to suspend its execution, without being obliged to pay any compensation.

Article 6 Suspension and Dissolution of the Agreement

1. Heinhuis is entitled to suspend the execution of its obligations or to dissolve the Agreement, if
 - the Other Party fails to fulfil its obligations under the Agreement or fails to do so in full or in time;
 - after the Agreement has been concluded, circumstances have come to Heinhuis' knowledge that give good reason to fear that the Other Party will not fulfil its obligations;
 - upon the conclusion of the Agreement, the Other Party was requested to provide security for the fulfilment of its obligations under the Agreement and this security has not been provided or is inadequate;
 - the Other Party is in a state of bankruptcy or has filed for bankruptcy, has been granted a suspension of payment or has applied for a debt rescheduling arrangement.
2. Heinhuis shall furthermore be entitled to dissolve the Agreement if circumstances arise that are of such nature that execution of the Agreement is impossible or if otherwise circumstances arise of such nature that Heinhuis cannot reasonably be expected to continue the Agreement unaltered.
3. If the Agreement is dissolved, the consequences arising from the dissolution shall be immediately due and payable. If Heinhuis suspends execution of its obligations, it shall retain its claims pursuant to the law and the Agreement.

4. If Heinhuis proceeds with suspension or dissolution, it shall in no way be obliged to compensate damage and costs incurred in any way whatsoever.
5. If the Other Party has made an advance payment and Heinhuis dissolves the Agreement pursuant to this Article, the Other Party shall in all cases owe the advance payment as a penalty to Heinhuis, without prejudice to Heinhuis' right to claim compensation. The penalty owed by the Other Party to Heinhuis shall in any case be at least 10% of the agreed price.
6. If the Other Party can be blamed for Heinhuis dissolving the Agreement, the Other Party shall be obliged to compensate Heinhuis for the damage (such as: storage costs, transport costs and loss of profit) that Heinhuis suffers directly or indirectly as a result of the dissolution.
7. If the Other Party fails to fulfil its obligations under the Agreement, Heinhuis will be entitled to dissolve the Agreement immediately and with immediate effect without any obligation on its part to pay any damage or compensation, while the Other Party, by virtue of breach of contract, will be obliged to pay damage or compensation.

Article 7 Guarantees and Liability

1. Information relating to the goods offered, such as characteristics, colour, measurements, as well as information on the website, in printed matter, drawings and illustrations provided by Heinhuis when making its offer, is not binding on Heinhuis and is given in good faith.
2. When entering into the Purchase Agreement, the Other Party is deemed to be familiar with all relevant specifications of the purchased goods.
3. Heinhuis does not guarantee hidden defects and the durability of the goods sold after delivery.
4. The Other Party may inspect and test the goods extensively prior to purchase. If the Other Party buys the goods at a distance (unseen) without exercising the aforementioned right, the Other Party thereby accepts the goods to the full extent.
5. The Other Party accepts the purchased goods in the state including any known and hidden defects, as it finds them at the time of concluding the Purchase Agreement. This means, among other things, but not exclusively, that if at the time of delivery of Heinhuis to the Other Party goods are lost or damaged this will be entirely for the account and risk of the Other Party.
6. After receiving the goods, the Other Party can no longer appeal to any defects in the goods.
7. Exchange of purchased goods is not possible, except with the consent of Heinhuis.
8. Heinhuis does not provide any guarantees on the goods sold by it in any sense whatsoever and accepts no liability, except in the event of intent or gross negligence.
9. If Heinhuis should be liable for any damage, its liability shall be limited to EUR 15,000.00, or at least to that part of the Agreement to which the liability relates.

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10. Heinhuis' liability shall in any case always be limited to the amount paid out by its insurer in the relevant case.
11. Heinhuis shall never be liable for indirect damage, but at most for direct damage.
12. Direct damage is exclusively understood to mean the reasonable costs incurred to determine the cause and extent of the damage, in so far as such determination relates to damage within the meaning of these General Terms and Conditions, any reasonable costs incurred to have the contractor's defective execution correspond to the Agreement, in so far as they can be attributed to Heinhuis, and reasonable costs incurred to prevent or limit damage, in so far as the customer demonstrates that such costs have led to the limitation of direct damage as referred to in these General Terms and Conditions.
13. Heinhuis shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.

Article 8 Transfer of Risk

The risk of loss, damage or reduction in value shall pass to the Other Party at the moment the goods are collected and/or loaded at Heinhuis.

Article 9 Retention of Title

1. The goods delivered by Heinhuis shall remain the property of Heinhuis until the Other Party has performed all obligations under the Purchase Agreement concluded with Heinhuis.
2. If the Other Party fails to perform its obligations or there is a well-founded fear that it will not do so, Heinhuis shall be entitled to remove, or cause to be removed, from the Other Party or from third parties holding the goods for the Other Party, the delivered goods to which the retention of title referred to in paragraph 1 applies. The Other Party is obliged to provide all assistance in this on penalty of a fine of 10% of the amount it owes per day.
3. If third parties wish to establish or assert any right on the goods delivered subject to retention of title, the Other Party is obliged to inform Heinhuis thereof immediately. No third party may establish a retention of title to the goods without written permission from Heinhuis.
4. The Other Party undertakes, at Heinhuis' first request:
 - to insure the goods delivered subject to retention of title and keep them insured against fire, explosion and water damage and against theft, and to make the policy of this insurance available for inspection;
 - to pledge to Heinhuis all claims of the Other Party on insurers in relation to the goods delivered subject to retention of title, in the manner prescribed in Section 3:239 of the Dutch Civil Code;
 - to pledge to Heinhuis, in the manner prescribed in Section 3:239 of the Dutch Civil Code, the claims that the Other Party acquires towards its customers upon reselling the goods delivered by Heinhuis subject to retention of title;

- to mark the goods delivered under Heinhuis' retention of title as the property of Heinhuis;
- to otherwise cooperate with all reasonable measures which Heinhuis wishes to take in order to protect its right of ownership with regard to the goods and which do not unreasonably impede the Other Party in the normal conduct of its business.

Article 10 Payment

1. Payment must be made within 7 days after the invoice date:
 - by means of legal tender at Heinhuis' office; or
 - by transferring the amount owed to the bank account of Heinhuis.The goods can only be collected at Heinhuis and/or delivered to the Other Party once the full amount has been paid to Heinhuis.
2. Heinhuis is entitled to require an advance payment from the Other Party, which must be made within the period set by Heinhuis. If the advance payment is not made within the specified period, Heinhuis is entitled to dissolve the Agreement.
3. If the Other Party fails to fulfil its obligations within 7 days after the invoice date, the Other Party will be in default without any further notice of default being required. From the moment the Other Party is in default, it will owe interest of 2% per month on the amount due, part of a month being regarded as a whole month.
4. In the event of liquidation, bankruptcy or suspension of payment of the Other Party, or when a debt rescheduling arrangement is pronounced in respect of the Other Party, the obligations of the Other Party will be immediately due and payable.
5. Any disputes between the buyer and the seller about quality or complaints submitted by the Other Party for any other reason shall not entitle the buyer to suspend payment.

Article 11 (Collection) Costs

If the Other Party is and/or remains in default with regard to the fulfilment of its obligations under the Agreement between the Parties, the Other Party shall, in addition to the (contractual) interest, penalty and damages, also owe:

- all costs for obtaining extrajudicial settlement, including the costs of drawing up and sending reminders, making a settlement proposal and obtaining information. The Other Party, who cannot be regarded as a consumer, shall in any case owe 10% of the agreed purchase price. For consumers, the extrajudicial costs will be calculated on the basis of the Decree on the reimbursement of extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten). If Heinhuis has incurred higher costs, these will also qualify for reimbursement.
- all judicial costs incurred to obtain payment.

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Article 12 Force Majeure

1. Force majeure shall be understood to mean circumstances that prevent Heinhuis from performing its obligations, which cannot be attributed to Heinhuis. These will include (if and to the extent that such circumstances make performance impossible or unreasonably difficult): strikes in companies other than Heinhuis, unforeseeable stagnation at suppliers or other third parties on which Heinhuis depends and general transport problems.
2. Heinhuis shall also be entitled to invoke force majeure if the circumstance preventing (further) performance arises after Heinhuis should have performed its obligation.
3. During force majeure, the delivery and other obligations of Heinhuis shall be suspended. If the period in which fulfilment of obligations by Heinhuis is not possible due to force majeure lasts longer than two months, both Parties are entitled to dissolve the Agreement without any obligation to pay damages in this case.
4. If Heinhuis has already partly fulfilled its obligations when the force majeure occurred, or can only partly fulfil its obligations, it is entitled to separately invoice the part already delivered or deliverable and the Other Party is obliged to pay this invoice as if it were a separate agreement. However, this does not apply if the part already delivered or deliverable has no independent value.

Article 13 Indemnification

1. If The Other Party indemnifies Heinhuis against all claims of third parties, which are directly or indirectly related to the execution of the Agreement, or which arise from the law.
2. If Heinhuis should be addressed by third parties for this reason, the Other Party shall be obliged to assist Heinhuis both outside and in court and immediately do everything that may be expected of it in such case. If the Other Party fails to take adequate measures, Heinhuis will be entitled, without notice of default, to take such measures itself. All costs and damage incurred on the part of Heinhuis and third parties as a result will be fully at the expense and risk of the Other Party.

Article 14 Applicable Law and Competent Court

1. All (pre-contractual) legal relationships to which Heinhuis is a party shall be exclusively governed by Dutch law, also if an obligation is fully or partially performed abroad or if the party involved in the legal relationship has its place of residence there.
2. The court in Heinhuis' place of business has exclusive jurisdiction to hear disputes unless the law requires otherwise. Heinhuis is nevertheless entitled to submit the dispute to the court that is competent according to the law.
3. The provisions of the Vienna Sales Convention do not apply, nor does any future international regulation on the purchase of movable property, the operation of which can be excluded by the Parties.
4. Heinhuis will comply with the applicable privacy rules in so far as possible.

Article 15 Location and Amendment to Terms and Conditions

1. These General Terms and Conditions have been filed with the District Court of Overijssel, location Almelo.
2. The Dutch text of the General Terms and Conditions shall always be decisive for the interpretation thereof.

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