

GENERAL TERMS OF SALE AND DELIVERY

of Nebim B.V., Nebim Used Trucks B.V., Nebim Lease en Verhuur B.V. and Nebim Africa B.V. whose registered offices and principal places of business are in Weert and Elsloo and filed with the Chamber of Commerce on April 11, 2023.

ARTICLE 1. DEFINITIONS

- 1.1 Nebim B.V., Nebim Used Trucks B.V., Nebim Lease en Verhuur B.V. and Nebim Africa B.V., their subsidiaries, as well as their legal successors under general title, are the users of these General Terms of Sale and Delivery, and are hereinafter referred to as “we” and “us”.
- 1.2 The term “client” refers to any (legal) person to whom we issue our offers, any (legal) person who issues offers to us, any (legal) person who places an order with us or with whom we enter into an agreement, and furthermore any (legal) person with whom we have a legal relationship, including their representative(s), authorised agent(s), legal successor(s) and heir(s).
- 1.3 The terms “products” and/or “vehicles” refer to all products and/or (second-hand) vehicles, means of transportation, trucks (components), parts, etc., delivered to the client under these General Terms of Sale and Delivery, as well as all services we provide and work (including repairs) we perform for the client and/or advice we give to the client.

ARTICLE 2. APPLICABILITY

- 2.1 These General Terms of Sale and Delivery apply to all our offers, agreements and contracts for services (concerning work we perform), as well as to all legal acts, deliveries and work performed by us, including all pre-contractual situations and legal relationships to be entered into with us in the future regarding, among other things, the sale of second-hand (commercial) vehicles, trucks, truck components, (second-hand) transport vehicles, parts, and accessories, the modification and production of chassis and cabs, the design and production of parts, repairs, servicing, and any other work performed on the products and/or vehicles.
- 2.2 Deviations from and additions to these General Terms of Sale and Delivery are only binding for us if so agreed in writing.
- 2.3 We retain the right to revise these General Terms of Sale and Delivery from time to time.
- 2.4 In so far as permissible, these General Terms of Sale and Delivery, as well as the revised version thereof pursuant to Article 2.3, apply equally to agreements already entered into.
- 2.5 If one or more provisions of these General Terms of Sale and Delivery are found to be void, voidable or invalid, the other provisions contained therein remain fully in force.

ARTICLE 3. OFFERS

- 3.1 All our offers and quotations are without obligation, unless they specify a term for acceptance, in which case they are no longer valid upon the expiry of that term.
- 3.2 Any change and/or commitment made by us after the offer, whether verbally or in writing, constitutes a new offer, due to which the previous offer is no longer valid.
- 3.3 Unless explicitly stated otherwise in writing, all offers are based on the execution of the agreement by us under normal circumstances and during normal working hours.
- 3.4 All descriptions in publicity/advertising materials are without obligation and subject to change. We do not vouch for the accuracy, the completeness or currency of such descriptions, including (vehicle) specifications, emission levels, fuel consumption, etc. The client cannot derive any right from catalogues and other pre-printed information and/or errors they contain.

ARTICLE 4. FORMATION

- 4.1 Unless stated otherwise, all our offers are without obligation. An agreement is formed as at the moment of receipt by us of a written acceptance of the offer in question and, in so far as the client makes an offer and/or places an order, as at the moment when we accept the offer and/or the order or, as the case may be, as at the moment when we commence with the execution of the order.
- 4.2 Orders placed via intermediaries, including agents, representatives or resellers, are only legally valid if confirmed by us in writing. Verbal agreements and conditions are only binding if confirmed by us in writing by a duly authorised person.
- 4.3 If the acceptance by the client deviates from the offer, this constitutes a new offer of the client and a rejection of our entire offer, even if the differences only concern secondary or minor points.
- 4.4 Supplementary agreements, changes and/or commitments, whether verbally or in writing, made by our personnel, representatives, sales representatives or other intermediaries following the formation of the agreement, are not binding unless confirmed by us to the client in writing. Our written confirmation of the order or confirmation of agreements is considered to represent the substance of the formed agreement.

ARTICLE 5. PERFORMANCE OF WORK

- 5.1 We are obliged to observe all due care and consideration for the vehicle on which the work is to be performed while executing that work.
- 5.2 Repairs are performed on the basis of the defects described by the client. If a clear description of the defects is not provided, those defects identified by us will be repaired.
- 5.3 The periods within which the work are stated as estimates.
- 5.4 As soon as we become aware of facts and circumstances which will or might hinder or impede the performance of the work within the stated period, we inform the client accordingly and provide a new expected completion date.

ARTICLE 6. DETAILS AND INFORMATION

- 6.1 We are only obliged to (further) execute the order if the client provides us with all details and information we require, in the form and in the manner we require. Additional costs, losses (including the loss of interest) and/or delays incurred due to the lack or the untimely or improper provision of the required details and information are at the expense of the client. The client vouches for the correctness, completeness and reliability of the information provided to us by him or on his behalf.
- 6.2 The client is obliged to immediately inform us about all facts and circumstances which might be important for the execution of the agreement.
- 6.3 The client vouches for the correctness, completeness, and reliability of the details and information issued to us by him or on his behalf.

ARTICLE 7. EXECUTION OF THE ORDER

- 7.1 We decide the manner in which, and by whom, the order is executed, in which due consideration is given to the wishes stated by the client.
- 7.2 The client is obliged, at his own risk and expense, to render every possible cooperation in the execution of our work, which includes the timely, complete and adequate provision of all required (vehicle) data, drawings and/or calculations, as well as all other data we require for the execution of our work. In the event of the untimely, incomplete and/or inadequate provision of such cooperation, as well as in the event of untimely payment of any amount owed to us, all consequences thereof, including but not restricted to a longer delivery period and additional costs, are at the expense of the client.
- 7.3 The periods within which the work is to be performed are only considered to be final if specifically agreed as such in writing.
- 7.4 Save for if it is established that execution is permanently impossible, the agreement cannot be terminated by the client on the grounds of a deadline being exceeded, unless we do not or do not fully comply with the agreement within a reasonable period of time following expiry of the delivery period specified by us in writing.

ARTICLE 8. PRICES

- 8.1 Unless agreed otherwise in writing, the prices quoted by us are net prices and excluding VAT and other government levies and/or third party charges imposed on sales and/or delivery and/or execution of the agreement, and are based on delivery ex our premises.
- 8.2 Unless agreed otherwise in writing, the prices quoted by us are in Euros or in a different currency approved by us. Exchange differences are for the risk of the client.
- 8.3 The prices quoted by us are based on current prices and specifications as applicable at the time when the agreement is entered into, as well as on execution of the agreement under normal circumstances.
- 8.4 We reserve the right to charge the client a proportionate price increase if, after the formation of the agreement, an increase occurs in one or more of the cost factors and/or statutory charges, including labour costs, insurance premiums, materials and exchange rate changes.
- 8.5 The provisions of paragraph 8.4 apply regardless of whether the changes in the pricing factors referred to therein are the result of circumstances already foreseeable at the time when the agreement was entered into.
- 8.6 In so far as not expressly agreed otherwise in writing, the delivery costs, service costs, dispatch costs, etc., are never included in our prices. Unless agreed otherwise in writing, the workshop prices are excluding the costs of materials, parts, and third party charges.
- 8.7 Price increases ensuing from additions and/or changes to the agreement are at the expense of the client.
- 8.8 Costs created due to failure on the part of the client to enable the execution of the agreement and/or due to ensuing circumstances attributable to the client as a result of which we incur expenses, are charged to the client by us.

ARTICLE 9. DELIVERY

- 9.1 Delivery times are established in mutual consultation. At no time are the delivery times and/or completion dates stated by us fixed and/or final, unless agreed otherwise in writing. In the event of delayed delivery and/or completion, we must be given a written notice of default and be granted a reasonable period within which to as yet fulfil our obligations, in which a reasonable period is at any rate a period of time considered to be reasonable within the industry.
- 9.2 If the delivery time is exceeded due to reasons not attributable to us, the client is never entitled to claim compensation or terminate the agreement.
- 9.3 The stated delivery times and/or completion dates are based on working conditions as applicable at the time when the agreement is entered into, as well as on the timely delivery of materials ordered by us for the execution of the agreement.
- 9.4 The client is obliged to take receipt of delivery by us at the agreed delivery time, failing which (i) we are (nevertheless) considered to have completed delivery, (ii) the risk is transferred to the client pursuant to the provisions of paragraph 1 of Article 10 and (iii) we are (furthermore) entitled to charge to the client all ensuing costs (including storage and garage expenses in accordance with our or locally applicable (customary) rates) and losses (including the loss of interest).
- 9.5 Deliveries are made ex our premises. We are entitled to deliver in consignments.
- 9.6 If the manufacturer, (importer) or supplier makes modifications or (construction) changes to a product, we reserve the right to deliver the modified product, with the proviso that, if and in so far as agreed between us and the client in writing, the modified product at any rate possesses the same properties, as well as any special operating properties, as the original product.

ARTICLE 10. OWNERSHIP AND RISK

- 10.1 The risk for products and vehicles sold is transferred from us to the client upon delivery in accordance with Article 9 of these General Terms of Sale and Delivery. In case of the sale of a vehicle, the client is obliged to have that vehicle adequately insured as of the moment of delivery.
- 10.2 Notwithstanding the transfer of risk pursuant to paragraph 1 of this Article, the ownership of the products sold is only transferred to the client after the client has satisfied all claims on our part in relation to work performed or to be performed by us for the client under the agreement or any other comparable agreement, or in relation to products delivered or to be delivered to the client under such an agreement, as well as to claims filed on account of noncompliance with such agreements.
- 10.3 For the period during which the ownership of a vehicle is not transferred to the client in accordance with the provisions of paragraph 2 of this Article, in which delivery has already taken place pursuant to Article 9 of these General Terms of Sale and Delivery, the client must have a third party liability insurance and a fire, theft and windscreen damage insurance in place for the vehicle and may not sell, encumber, pledge, rent out, lend or in any way make the vehicle available to third parties or hand it over to third parties as a security. If the vehicle is sold or transferred to a third party, the claim ensuing for the third party buyer from the delivery of the vehicle is pledged to us without notice beforehand, in which the client hereby commits himself to render every possible cooperation in its possible registration. In the event of accession and/or specification in respect of delivered and/or manufactured products, a right of pledge is hereby established on the product of which our product has come to form a part. The client is obliged for the duration of the aforesaid period to indemnify us against third party claims in relation to the vehicle.
- 10.4 During the period referred to in paragraph 10.3, the client is obliged at our first request to return the products and/or sold vehicles to us in good condition. If the client fails to comply with any of his payment obligations towards us, or if we have good reason to believe that he will not be able to comply with his payment obligations towards us, we are entitled to reclaim any product delivered by us under retention of title.
- 10.5 The client is obliged to store products delivered under retention of title with all due care and to clearly mark them as our property.
- 10.6 The client may not act or represent himself as an (authorised) reseller of new vehicles. This implies in particular that all new vehicles are sold by us subject to the explicit condition that the client may not resell the vehicle in its new condition for commercial purposes, nor may he enter into a lease agreement which provides for the transfer of ownership or an option to buy the vehicle prior to the expiry date of the agreement.

ARTICLE 11. PAYMENT AND SECURITY

- 11.1 Unless agreed otherwise in writing, payment must be made upon delivery. In relation to the performance of work, payment must be made by the client within 30 days after the invoice date. This period is considered fixed and final, upon the expiry of which the client is immediately considered to be in default. It is not permitted to off-set payments against any claim which the client alleges to have against us. The client is furthermore obliged at our first request to effect payment by delivering to us such goods as designated by us, including all goods delivered by us to the client (transfer in lieu of payment pursuant to Article 6:45 of the Dutch Civil Code).
- 11.2 In case of non-payment within the period referred to in paragraph 11.1, interest is owed pursuant to Article 6:119a in conjunction with 6:120 of the Dutch Civil Code or the statutory interest if this is higher, in which a part of a month is considered to be a full month, commencing as of the first day after expiry of the payment period referred to in paragraph 11.1.
- 11.3 In case of non-payment within the period referred to in paragraph 11.1, we reserve the right to increase the amount owed by the client with the relevant judicial or extrajudicial debt collection costs. The extrajudicial debt collection costs are set at 15% of the amount owed, with a minimum of €250.
- 11.4 Payments made by the client firstly serve as payment for interest and costs owed, and subsequently as payment for the longest outstanding claims under the agreement, even if the client states that the payment relates to a different claim.
- 11.5 Any payment discount agreed in writing is invalidated if the payment is not been received within the agreed payment period.
- 11.6 The client is not entitled to refuse or suspend his payment obligations on the grounds of an alleged defect in the products or for whatever other reason, unless the defect in question is acknowledged by us. In case of the latter, the client is entitled to suspend payment until the defect has been resolved, subject to a maximum payment suspension of 15% of the amount owed for the relevant product.
- 11.7 We are at all times entitled to offset all amounts which we or one or more of our sister companies, subsidiaries, and parent companies and/or other companies belonging to the group of companies referred to in Article 1.1 hereof, are owed by the client or his sister companies, subsidiaries, and parent companies and/or other enterprises belonging to the group of companies of the client, and to invoke a right of suspension in relation to (one or more of) of those claims.
- 11.8 In the event of liquidation, insolvency, bankruptcy or a moratorium being granted on the part of the client, the claims against the client, on whatever grounds (including those of the parties referred to in paragraph 11.7) fall due immediately.
- 11.9 We are at all times entitled to demand an advance payment on the amount owed by the client, and/or to demand that the client render full cooperation in the provision of adequate security for the fulfilment of all of his obligations, including but not restricted to an irrevocable and unconditional bank guarantee issued by an accredited banking institution and/or the granting of a right of pledge and/or a deposit and/or a statement of joint and several liability. If adequate security is not provided, we have the right to suspend execution of the agreement and/or terminate the agreement with immediate effect, without prejudice to our right to terminate the agreement in accordance with the provisions of Article 17.

ARTICLE 12. SUSPENSION AND RIGHT OF RETENTION

- 12.1 We are entitled to suspend our performance (including future partial deliveries) in the event that the client, his sister companies, subsidiaries, parent companies and/or other entities belonging to the group of companies of the client fail to comply with any of his/their obligations or if any information of which we become aware leads us to believe that the client, his sister companies, subsidiaries, parent companies and/or other entities belonging to the group of companies of the client, will not or will not be able to comply with his/their obligations, save for mandatory provisions to the contrary.
- 12.2 If the client fails to fully or partially comply with any obligation associated with the execution of the agreement or any obligation relating to other agreements entered into with the client on account of business regularly conducted with us by the client, we may exercise the right of retention on all goods of the client to which the execution of the agreement relates and which we physically hold in our possession by virtue of the agreement. We are also entitled to exercise the right of retention on all (other) goods of the client, his sister companies, subsidiaries, parent companies and/or other entities belonging to the group of companies of the client which are physically held by us, both in respect of claims we have on the client and claims we may have on the client, his sister companies, subsidiaries, parent companies and/or other entities belonging to the group of companies of the client, as well as on enterprises with which the client is affiliated.
- 12.3 We have the right to recover any loss (including the loss of interest) as well as any costs incurred by us in relation to caring for the goods physically held by us, from the client.

ARTICLE 13. GUARANTEES AND COMPLAINTS

- 13.1 If and in so far as nothing is expressly agreed on regarding the properties of the products to be delivered, the client may only institute claims in respect of properties which comply with relevant customary industrial practices.
- 13.2 Parts and materials which are replaced become our property and are only made available to the client if explicitly agreed in writing.
- 13.3 A guarantee is only issued for new vehicles, parts or accessories in so far as a similar guarantee is issued by the manufacturer, (importer) or other suppliers.
- 13.4 A guarantee for a used vehicle is only issued if and in so far as provided for in the agreement.
- 13.5 No guarantee is issued for used parts or accessories.
- 13.6 We guarantee the correct performance of the agreed work for a period of 3 months, up to a maximum of 25,000 kilometres, calculated as of the date on which the vehicle is again made available to the client after completion of the work.
- 13.7 Contrary to the provisions of the previous paragraph, the guarantee for work performed by a third party at our request in relation to the execution of the agreement, is limited to the corresponding guarantee obtained by us from that third party.
- 13.8 Claims under guarantee expire if:
- a. we are not given the opportunity to resolve the relevant defects;
 - b. third parties perform work in relation to a defect for the remedy of which we have performed work and in relation to which a guarantee is invoked;
 - c. the vehicle is not used properly, which includes:
 - use of a vehicle other than for the intended purpose;
 - overloading the vehicle;
 - use of the wrong fuels and/or lubricants;
 - use or maintenance in a manner other than prescribed by us or the manufacturer;
 - incompetent use and/or maintenance, as well as
 - d. if modifications are made to the vehicle by and/or at the instruction of the client, unless this is done in full accordance with the written recommendations issued by us or with our written permission.
- 13.9 The guarantee issued for work is limited to the re-performance of the work originally carried out by us and at our expense. Travel expenses and/or transport costs incurred by us in relation to the performance of work under guarantee are at the expense of the client. If in our opinion it is not, or no longer, possible or expedient to perform work under guarantee, the client has the right to a reasonable compensation instead, with a maximum of the invoice amount for the original, improperly performed work.
- 13.10 The work performed under guarantee pursuant to this Article is guaranteed under the same conditions and for the remainder of the guarantee period (no additional "guarantee on guarantee").
- 13.11 Excluded from guarantees are:
- emergency repairs;
 - defective materials or parts which have been prescribed or made available by the client;
 - defects ensuing from designs, drawings, constructions or techniques made available by the client, or ensuing from advice given by the client;
 - variations in the colour or quality of the paintwork which are considered to be permissible in the industry or are considered to be unavoidable.
- 13.12 All complaints, both in relation to vehicles delivered by us (including their quality and/or dimensions) and in relation to work performed by us, as well as in relation to invoice amounts, must be submitted to us in writing within eight working days following receipt of the vehicle or completion of the work or receipt of the invoice respectively, together with a precise description of the facts to which the complaint relates, failing which the complaint(s) are no longer accepted or taken into consideration.
- 13.13 If it is not reasonably possible to ascertain the defect within the aforesaid period, the client is obliged to submit the complaint to us in writing immediately after he has or should have ascertained the defect in question. Complaints are not taken into consideration in relation to defects which are ascertained after expiry of the guarantee period, and in the event of uncertainty about this, upon the expiry of one year following delivery.

- 13.14 Minor deviations and differences considered to be customary in the industry in terms of quality, quantity, dimensions or finish, as well as differences in the execution of the work, do not constitute valid grounds for a complaint.
- 13.15 Complaints do not in any way affect the payment obligations of the client. If we replace components of a product, or if we replace a product in its entirety, we become the owner of the replaced (old) product.
- 13.16 Products which are the subject of a complaint may only be returned if we agree to this in writing. Products which are customised by us at the request of the client may not be returned unless we explicitly agree to this in writing. We reserve the right to charge the client for the costs of returning a product.
- 13.17 Complaints relating to defects are not accepted if the products have been processed or if those defects are not reported within the period specified above.
- 13.18 We must be given the opportunity to inspect the relevant products after a complaint has been made, in which the client is obliged to render full cooperation. It is not possible to submit complaints regarding products which cannot be inspected by us.
- 13.19 The client cannot institute any claim against us with respect to complaints involving defective products if and for as long as he has not complied with all of his obligations towards us, including those not directly related to such products.
- 13.20 If an importer and/or manufacturer draws our attention to a defect in a vehicle or a new component delivered by us, and this leads to a so-called recall, then we are obliged to notify the client of this in writing as soon as possible. If the client does not consult us immediately after receiving such a written notice, then all possible claims of the client may for that reason be rendered void. This implies that neither we nor the importer nor the manufacturer are liable for any ensuing loss incurred or yet to be incurred by the buyer.
- 13.21 Any claim against us expires if it is not submitted to us in writing within one year of its occurrence, with the proviso that a two-year time limit is applied exclusively for consumers as from the date of delivery of the vehicle or, as the case may be, new components.

ARTICLE 14. DAMAGE ESTIMATES

- 14.1 If we perform a damage estimate at the request of the client, the client is obliged to reimburse us for all thereto relating costs, unless the client instructs us to undertake the repair of the relevant damage, or unless the client decides to purchase a new vehicle from us after completion of the damage estimate.

ARTICLE 15. SALE WITH TRADE-IN

- 15.1 If a vehicle is purchased subject to the trade-in of a used vehicle, and the client continues to operate the vehicle to be traded in while awaiting delivery of the new vehicle, he is obliged to look after that vehicle with all due care and consideration.
- 15.2 The vehicle to be traded in only becomes our property as at the moment when we actually take possession of that vehicle.
- 15.3 During the operation referred to in paragraph 1 of this Article, the risk for the vehicle lies with the client, in which all relating costs are at the expense of the client, in particular those costs associated with maintenance and damage due to whatever reason, as well as due to the loss of (or a failure or inability to produce) any required valid vehicle registration document and/or registration certificate and/or any other official document.
- 15.4 If, at the moment at which we have actual possession over the vehicle, we deem the vehicle to be traded in to no longer be in the same condition as when the agreement was entered into, we have the right to refuse the trade-in and to demand payment of the agreed purchase price for the vehicle, or to reappraise the value of the vehicle to be traded in and to conduct the transaction based on the value as appraised at that time.
- 15.5 If, in our opinion, the vehicle to be traded in had defects which could only be ascertained after it was physically handed over, and it is clear on the basis of objective criteria that those defects already existed when the agreement was entered into, then the client is obliged to compensate us for all ensuing losses incurred by us. The losses in question are understood to include any decrease in the estimated value of the vehicle.

ARTICLE 16. RETENTION OF TITLE

- 16.1 If the client, while clearly stating his reasons, wishes to cancel the agreement and we grant that request, then the client is at any rate obliged to reimburse us for all expenses incurred by us within the framework of the agreement as well as for all obligations entered into in relation to all goods, materials and components purchased and/or yet to be purchased, treated or processed, as well as in relation to losses incurred due to the cancellation, which are hereby set at 25% of the order amount, subject to all of our rights to further and full compensation.
- 16.2 The client is not obliged to pay cancellation charges if the client in the case of a distance sale has legally terminated the agreement on the basis of Article 6.230o of the Dutch Civil Code.

ARTICLE 17. DISSOLUTION

- 17.1 If the client fails to fulfil any of his (payment) obligations ensuing from the agreement entered into with us, or if he fails to do so properly or in a timely manner despite having been given notice and a reasonable period within which to comply, as well as if the client is granted a moratorium or declared bankrupt or placed under curatorship or his business is liquidated, we have the right, without notice of default or judicial intervention being required, to suspend our obligations and/or fully or partially terminate the agreement.
- 17.2 On account of such a liquidation, all existing reciprocal claims become immediately payable, and the client bears full liability for the losses incurred by us, including the loss of interest and the loss of profits.
- 17.3 If the circumstance referred to in paragraph 1 occurs, and the client enjoys any benefit which he would not have in the event of adequate compliance, we have the right to claim compensation for losses incurred by us up to the amount of that/those benefits.

- 17.4 Save for in so far as provided for in these General Terms of Sale and Delivery, the parties hereby waive the right to fully or partially terminate the agreement entered into with us.
- 17.5 In so far as permitted by law, the parties also waive the right to fully or partially terminate the agreement concluded with us or, as the case may be, to legally enforce adjustment of the consequences thereof.

ARTICLE 18. FORCE MAJEURE

- 18.1 During a circumstance of force majeure, which is considered to be any circumstance beyond our control preventing and/or impeding the execution of the agreement, including but not restricted to war, terrorism, riot, wilful damage, epidemics and pandemics, fire, water damage, flooding, extreme weather conditions, theft, industrial action, sit-down strikes, import and export restrictions, government action, defective machinery, breakdowns in power supply or the supply of materials by third parties as well as any similar circumstance, we are entitled to suspend the agreement (and extend the delivery periods) or terminate the agreement by means of a written and substantiated notice. Such a termination can never lead to any compensation obligation, save for the possible reimbursement by the client for costs factually incurred by us.
- 18.2 If we have already partly complied with our obligations or are able to only partially comply with our obligations when the circumstance of force majeure occurs, we are entitled to separately invoice the executed or yet to be executed part. The client is obliged to pay that invoice as if it relates to a separate agreement.

ARTICLE 19. LIABILITY

- 19.1 Save for in case of intent or gross negligence on our part or on the part of our managers (including management employees), our liability is limited to our guarantee obligations as described in Article 13, in which we are not liable for any damage whatsoever, regardless of whether or not a claim is based on an agreement entered into with us, unlawful act or any other ground.
- 19.2 In the event we are nonetheless held liable for any loss, and if that loss is not attributable to intent or gross negligence on our part or on the part of one of our managers (including management employees), our liability is at all times limited to the direct damage inflicted on property or personal injury. At no time does this extend to any loss of profits or other consequential damages, including the loss of income.
- 19.3 In the event we are nonetheless held liable for a loss, and if that loss is not attributable to intent or gross negligence on our part or on the part of one of our managers (including management employees), our liability is limited to the price at which the client purchased the product, or to the amount paid by the client for the order, with a maximum of the current market value of the relevant vehicle.
- 19.4 If the provisions of paragraph 19.2 and/or paragraph 19.3 are ruled to be unreasonably prohibitive in a final and conclusive judicial judgement, our liability is limited to the loss in question, with a maximum of the amount for which we are insured or for which we would reasonably have been insured in view of the customary practices within the industry.
- 19.5 If the client is a consumer, our liability is subject to the relevant statutory regulations.
- 19.6 The client is obliged to indemnify and compensate us in respect of all third party claims for compensation, costs, and interest charges for which our liability towards the client is excluded under the terms of this clause.
- 19.7 At no time are we liable for damage caused by work relating to the products if that type of work is not normally performed by us, but has been performed by us as a special service at the explicit request of the client. Such work is performed at the expense and risk of the client.
- 19.8 We are obliged to take out an insurance for the loss and/or damage of goods of the client which we have in our possession, effective for the entire period during which we have these goods in our possession. We can only be held liable for the goods which the client has handed over to us for the period during which we have these goods in our possession pursuant to the agreement, regardless of the external cause and regardless of the damage or loss caused and only in so far as the insurance company in question pays for the relevant damage or loss. The term 'external cause' does not include the processing of the goods.
- 19.9 If the agreement involves goods which we source or have sourced from third parties, our responsibility and/or liability is limited to the amount for which the supplier in question is responsible and/or liable towards us. This clause is only applicable in so far as such an application is more advantageous for the client than the application of the foregoing provision.
- 19.10 We are not obliged to offer the client replacement transport, nor to provide transport for the goods being transported, nor will the client be entitled to compensation for the cost of the replacement transport.
- 19.11 All defences to which we are entitled under the agreement entered into with the client may also be invoked against the client by our employees and other third parties involved in the execution of the agreement, including the importer, our suppliers and subcontractors with (third party clause).

ARTICLE 20. INTELLECTUAL PROPERTY RIGHTS

- 20.1 All intellectual property rights and/or rights relating to intellectual products developed by us for use for the execution of the order, including advice, working methods, (model) contracts, systems, system designs, etc., are, in so far as not already vested in third parties, vested in us.
- 20.2 The client is prohibited from reproducing, disseminating or exploiting intellectual products or accounts or descriptions thereof without our express prior consent, whether alone or together with third parties or by engaging third parties for that purpose.

ARTICLE 21. SPECIAL PROVISIONS

- 21.1 If special provisions are agreed for the sale of specific products of ours, and if a conflict arises between those special provisions and these General Terms of Sale and Delivery, the special provisions prevail, to the extent that they relate to the products in question. These General Terms of Sale and Delivery remain applicable in all other respects.

ARTICLE 22. PROCESSING OF PERSONAL DATA

- 22.1 The details of the client are processed by us. We are furthermore permitted to make such data available to third parties. In so far as relating to the processing of personal data, this implies data processing within the meaning of the General Data Protection Regulation and the Personal Data Protection Act. Processing such data enables us to execute the agreement, to comply with guarantee obligations towards the client, to deliver optimal service, to provide the client with timely product information and to issue personalised offers for the client. We shall discontinue the processing of personal data for direct mailing purposes if the client submits a written notice of objection to that effect to us by registered post.
- 22.2 The client is aware that the vehicles sold by us may be fitted with software systems which record data concerning a vehicle. The client explicitly consents to such data being made available to the manufacturer of the vehicle and to companies with which it is affiliated for purposes of promotion, product development, after sales and the detection of defects. The manufacturer may not share such data with companies with which it is not affiliated without permission from the client, unless the manufacturer is obliged to do so by law. The client is obliged to ensure that the drivers are aware of the existence of such software systems prior to operating the vehicle and/or to obtain their approval for the use of data registered by the systems in accordance with statutory provisions. The manufacturer is not to be given access to the personal details of the drivers. The location of the vehicle is only registered if the driver activates the assistance button in order to contact the 24/7 assistance service of the manufacturer. The client agrees that the parameters on the vehicle may be updated remotely by the manufacturer for purposes of product development. The client is responsible for ensuring that every new owner or user of the vehicle accepts the provisions of paragraph 2 of this Article as if the new owner or user is the client.
- 22.3 The client hereby authorises us to use or, as the case may be, process the data referred to in this Article for the purposes referred to in this Article.

ARTICLE 23. APPLICABLE LAW AND COMPETENT COURT

- 23.1 All agreements to which these General Terms of Sale and Delivery apply, whether in full or in part, are subject exclusively to Dutch law. The provisions of the Vienna Sales Convention are not applicable, nor are those of any other (future) international convention relating to the purchase of movable property, the execution of which can be excluded by the parties.
- 23.2 All disputes ensuing from or related to this agreement shall, in so far as not prescribed otherwise by force of law, be presented exclusively to the competent court in the district in which we have our registered office. Notwithstanding the provisions of the previous sentence, we are at all times entitled to submit any dispute with the client to the competent court in the district in which the client has his registered office.
- 23.3 In the event of a (possible) dispute, we have the right to have an appraisal performed by one or more experts at the premises of the client. The client is obliged to render every possible cooperation in the performance of that appraisal free of charge.

ARTICLE 24. FINAL PROVISION

- 24.1 These General Terms of Sale and Delivery are available in the original Dutch text, as well as in various different languages. In the event of a lack of clarity and/or inconsistency regarding (one or more) of the provisions in the original Dutch text and a particular translation thereof, the (interpretation of the) provisions in the Dutch text prevail.