

## Article 9: Warranty, advertising

9.1 Used vehicles and parts are sold without any form of warranty and in a condition, as seen by the other party on the website or at the sales location and approved by the other party. We are not liable for any hidden or visible defects.

9.2 Regardless of any right to warranty, complaints about the vehicle must be submitted to us, in writing and accurately described, within 5 days after the basis of the complaint became known or could have become known to the other party.

9.3 If the other party makes a warranty claim or complaint, we will assess the warranty or complaint. We will then have the option of either providing repair or replacement ourselves or reducing the purchase price.

## Article 10: Vehicle history

10.1 Although we take the utmost care in providing information regarding the (technical) data, history and mileage of vehicles, the other party cannot derive any rights from the data we provide.

## Article 11: Retention of title

11.1 Delivery is made under retention of title. Ownership does not transfer until the other party has paid the full purchase price. 11.2 The other party is obliged to handle products delivered under retention of title with the greatest care.

## Article 12: Suspension and termination

12.1 We are authorized to suspend the fulfillment of our obligations or to terminate the agreement in whole or in part if the other party does not fulfill its obligations, or does not fulfill them on time or properly.

12.2 Upon termination, all claims against the other party shall become immediately due and payable, and the other party shall be liable for damages suffered by us.

12.3 We reserve the right, within 48 hours of the formation of the agreement, to still terminate this agreement without owing compensation.

## Article 13: Force majeure

13.1 We may invoke force majeure if an obligation under the contract cannot be fulfilled due to a cause beyond our control.

13.2 Force majeure includes all circumstances due to which we are unable to fulfill our obligations, such as (but not limited to) supplier strikes, unforeseeable transportation

## Article 14: Liability

14.1 We are not liable for damages to the other party unless there is intent or deliberate recklessness.

14.2 In the event that we are liable for damage, our liability shall always be limited to direct damage to goods or persons and shall never extend to any trading loss or other consequential loss.

14.3 In all cases, our liability is limited to the invoice amount.

## Article 15: Data processing and privacy statement

15.1 We process the other party's data. We are also entitled to make this data available to third parties. As far as the processing of personal data is concerned, these are processing operations within the meaning of the Personal Data Protection Act. This processing allows us to perform the agreement, fulfill warranty obligations, provide service, etc. In addition to this provision, we have a separate privacy statement on our website that provides insight into how we handle sensitive data and personal data.

15.2 The other party is aware that vehicles sold by us are or may be equipped with software systems that store information about the vehicle. The other party indemnifies VIERBOOM TRUCKS BV from any liability in this respect.

## Article 16: Sanctions

16.1 The other party declares not to resell the goods purchased from us to parties included on the EU sanctions lists and/or the OFAC Specially Designated Nationals And Blocked Persons List (SDN).

## Article 17: Applicable law and competent court

17.1 All agreements shall be governed by Dutch law. The Vienna Sales Convention is not applicable.

17.2 All disputes between the parties shall be submitted exclusively to the competent court of the Gelderland District Court.