

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY BY VIERBOOM TRUCKS BV (2020)

Article 1: Definitions

1.1 by VIERBOOM TRUCKS is meant VIERBOOM TRUCKS B.V. (kvk. 30232689) and her allied holdings and operating subsidiaries. Vierboom Trucks is the user of these general terms and conditions and will therefore be further indicated as: 'we' and 'our' and 'us'.

1.2 By 'Other Party' and 'client/customer' is meant every (legal) person with whom Vierboom Trucks has made an agreement.

Article 2: Application

2.1 These general terms and conditions are applicable to all agreements that have been made by Vierboom Trucks.

2.2 Deviations and additions to these general terms and conditions bind us only if the agreements have been agreed to in writing.

2.3 If it turns out one or more of the provisions in these general terms and conditions are in violation of the law, the other provisions are still unabbreviated effective.

2.4 The application of these general terms and conditions of the Other Party or third parties are only to be rejected by us.

Article 3: Offers

3.1 All of our discounts and offers are non-binding, unless they include a period for acceptance of the offer, in this case the offer will expire after this date.

3.2 We pay a lot of attention to our written expressions but we are not responsible for clerical errors or mistakes in texts of printed matters, advertisements, offers of other expressions.

Article 4: Realisation

4.1 The agreement is realised as soon as we receive written acceptance of an offer or as soon as we have accepted the offer of the Other Party in writing.

Article 5: Prices

5.1 The by us given prices are net prices in euros and are exclusive of value added tax and exclusive of all other costs that are in relation to sale, delivery(products) and/or execution(services).

5.2 Possible rates of exchange are at risk of the Other Party.

5.3 When the deadline for payment of Article 7.1 or 7.3 is exceeded we reserve ourselves the right for possible rates of exchange by means of charging a proportional price increase.

5.4 We reserve ourselves the right to charge a proportional price increase to the Other Party if, after coming to an agreement, an increasement in price could not have been foreseen due to increased legal levies, labour wages, premiums, costs of materials, tariffs for transport or rates of exchange.

Article 6: Abolition

6.1 By abolition by the Other Party we have the right to charge 10% of the sales price with a minimum of €1500,- per object based on cancelation procedure, our right to request additional compensation if the damage is higher is undiminished. If the Other Party made a

down payment we have the right to settle the (or part of) the cancellation procedure with that down payment.

Article 7: Payment

7.1 All invoices are to be paid within 8 days and before delivery of the concerning business respectively before the to be performed services.

7.2 Settling payments with claims the Other Party says to have with us, is not allowed.

7.3 The Other Party is to have made a down payment within two days after making the agreement of 10% of the gross sales price of the objects with a minimum of €1500,- per object. If the payment fails to happen (within time) we have the right to not to comply to our obligations.

7.4 If the payment mentioned in article 7.3 has not been received by us within two days, we have the right to abolish the agreement (or part of the agreement) without a notice of default or judicial intervention.

7.5 If the Other Party wants to export an object for their own account, outside of the European Union, the Other party has to have given financial guarantees before delivery of the object. This will be refunded after the object has been electronically properly exported (and signed off). Unless otherwise mentioned in writing the financial guarantees (the payment) are as high as the Dutch taxes (BTW).

7.6 In case of (or request of) liquidation, event of insolvency, bankruptcy or suspension of payments of the Other Party the claims of Vierboom Trucks are immediately claimable.

7.7 Cash payments can only be done by showing a valid ID and from Monday to Friday from 8.30 AM until 5.30 PM. In this case the (by us) given receipt is the only valid proof of payment.

Article 8: Term of delivery, delivery, risk

8.1 Terms of delivery are mutually decided and might possibly relate to terms of delivery.

8.2 If the term of delivery is exceeded and isn't to be blamed on Vierboom Trucks, the Other Party can neither make a claim for compensation nor abolish the agreement.

8.3 At least 2 working days before picking up the object, the Other Party has to make this known to us in writing. In order to make sure the right documents can be made ready.

8.4 In case we take care of the shipment at the request of the Other Party or if the agreed upon parity of the ICC INCOTERMS puts this into our care, time, way of shipment and shipment route are at our choice. A shipment insurance will only be gotten at the express request of the Other Party; all the costs that come with this insurance are for the Other Party.

8.5 The delivery is carried out at our establishment.

8.6 If the Other Party does not take off the involved business within the agreed on period or fails to give us opportunity to deliver the business, the Other party is immediately put into default. The involved business is stored at the cost and at the risk of the Other Party for 14 days. If the Other Party refuses to take off the involved business within the set (by us) period of time we have the right to end the agreement or part of the agreement, sell the involved business and to claim our advancement on the revenue.

8.7 If registration-, vehicle- or export-documentation/papers are not available at the time of the agreement, we will give an indicative date of delivery, to this date the Other Party cannot derive any rights. If the Other Party wants to use the vehicle before all

documentation and papers are available, this is fully at the risk of the Other Party and possible damage cannot be claimed from VIERBOOM TRUCKSBV.

8.8 If registration-, vehicle- or export-documentation are failed to be delivered the Other Party can abolish the purchase. Made costs cannot be claimed from VIERBOOM TRUCKSBV.

8.9 The Other Party is to judge if the (might be by third parties) delivered temporary (license)plates (and insurance) are enough for transport to the country of destination, where we are not accountable for errors and/or delayed/wrong delivery of this.

Article 9: Guarantees, advertisements

9.1 For the use of vehicles and components applies that these are sold without any form of guarantee and in a condition as seen by the Other Party on the website or on the location where it was sold and has been agreed upon by the Other Party. We are not accountable for possible hidden or visible shortcomings.

9.2 Irrespective of a possible right to guarantee, complaints about the vehicle are to be presented to us accurately and in writing within 5 days after the foundation of the complaint was known to the Other Party of could have been known to the Other Party.

9.3 In case the Other Party calls upon the guarantee CQ complains, we will judge the guarantee CQ the complaint of the customer. Subsequently we get the possibility to take care of repair or replacement or possibly lessen the purchase price.

Article 10: History of the vehicle

10.1 Even though we put a lot of effort in providing information on (technical) data, history and mileage of the vehicles, the Other Party cannot derive any rights on the data provided by us.

Article 11: Ownership reservation

11.1 With delivery ownership reservation applies. The ownership is passed on if the Other Party has fully paid the purchase price.

11.2 The Other Party is to keep the delivered products (whereto the ownership reservation applies) with the utmost care.

Article 12: Suspension and abolishment

12.1 We have the right to abolish or suspense our obligations or to abolish part of or the whole agreement if the Other Party fails to meet (or fails to meet in time) their obligations.

12.2 By the abolishment / ending of the agreement all claims are immediately claimable and the Other Party is accountable for our damage.

12.3 We keep the right to abolish / end the agreement within 48 hours of starting the agreement without owing any compensation.

Article 13: Force majeure

13.1 We can appeal to force majeure when an obligation of the agreement cannot be met due to a reason that is not in our sphere of influence.

13.2 Under force majeure are included all circumstance that causes us not to be able to meet our obligations, like (but not limited to) strikes at sub suppliers, difficulties with delivery that could not have been foreseen, fire, government measures that could not have been foreseen, malfunction at the office or illness.

Article 14: Accountability

14.1 We are not accountable for damage at the Other Party unless it is a case of intent or deliberate recklessness.

14.2 In case we are responsible for damage, this accountability is limited to direct damage to business or people and does neither cover possible damage to the business nor other consequential damage.

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

Article 15: Processing of data and Privacy Statement

15.1 The data of the Other Party are processed by us. We also have the right to give information to third parties. Where it is about the processing of personal data and information these are processes within means of the Dutch Personal Data Protection Act. With this data and information we can carry out the agreement, fulfil the guarantee obligations, provide services and so on. As an addition to this clause we have a separate privacy statement on our website where we give more information on how we deal with sensitive data and personal data.

15.2 The Other Party knows that vehicles sold by us are (possibly) equipped with software systems that save information about the vehicle. De Other Party indemnifies VIERBOOM TRUCKS BV of any accountability about this.

Article 16: Sanctions

16.1 The Other Party declares they will not resell products they have bought by us to parties that have been recorded on the EU sanction lists and/or the OFAC Specially Designated Nationals And Blocked Persons List (SDN).

Article 17: Applicable law and competent judge

17.1 On all of our agreements Dutch law is applied. The UN Convention on the International Sales of Goods; CISG (Weens Koopverdrag) is not applied.

17.2 All disputes between parties will exclusively be presented to a competent judge of the Rechtbank Gelderland.