

Dutch Car Supply B.V.

General Purchasing Terms and Conditions 2018

of the private limited liability company under Dutch law Dutch Car Supply B.V., having its registered office in Houten (Chamber of Commerce number 66322332).

1. General

- 1.1. In these General Purchasing Terms and Conditions the following definitions shall apply:
General Purchasing Terms and Conditions: these General Purchasing Terms and Conditions which are applicable to all requests for quotation, offers, orders and agreements concerning deliverable Cars, in which the Buyer acts as (potential) buyer.
Car: a vehicle, being a car or any other vehicle offered for sale by the Seller.
The Buyer: Dutch Car Supply B.V., having its registered office in (3992 AB) Houten at the address Essenkade 3.
The Seller: the counterparty of Dutch Car Supply to an Agreement concerning the purchase of Cars by the Buyer.
Agreement: any agreement concerning the purchase of Cars by the Buyer and/or any related acts and/or legal acts between the Buyer and the Seller and any resulting agreements and any further acts and/or legal acts or extra-contractual relationships, as well as any offer, request for quotation, quotation, application and/or expert opinion, et cetera, in which the Buyer and/or the Seller is/are involved.
- 1.2. If any provision of these General Purchasing Terms and Conditions is null and void or is declared null and void, the other provisions of these General Purchasing Terms and Conditions shall remain in force, and the Buyer shall replace the provision concerned by an enforceable and practicable provision which, in view of the purpose and intention of these General Purchasing Terms and Conditions, shall as much as possible approximate the original provision.
- 1.3. The Buyer may at all times sell, transfer, encumber or otherwise alienate its rights and/or obligations under the Agreement and/or the rights concerning the Cars in whole or in part (whether or not through a contract takeover).

2. Conclusion of the Agreement

- 2.1. An agreement is concluded through written acceptance by the Buyer of an offer from the Seller.
- 2.2. Any changes or complements to the agreement can only be made in writing.

3. Delivery, inspection and control

- 3.1. The agreed dates of delivery are final dates within the meaning of Section 6:83 sub a Dutch Civil Code.
- 3.2. Unless otherwise agreed, the Buyer shall take care of the transport of the Cars.
- 3.3. The Buyer has the authority to inspect the deliverable Cars. The inspection shall take place on the agreed place of delivery (after transport), unless otherwise agreed in writing.
- 3.4. If the Buyer rejects the goods after delivery, the Seller shall recall the Car concerned at its own expense and risk. Within a reasonably determined period, the Seller shall be held to repair any defects and submit the goods once again for inspection/control. Rejection shall not lead to postponement of the delivery date, unless the Buyer has agreed to this beforehand in writing.

4. Transfer of ownership and risk

- 4.1. The Buyer shall obtain the legal title of the Cars immediately after its payment of the purchase price of the Cars.
- 4.2. Without prejudice to the above, the Seller shall continue to bear any and all risks for loss of and damage to the Cars until the carrier has collected the Cars for transport.
- 4.3. If the Parties have agreed that the Seller shall take care of the transport, the Seller shall continue to bear any and all risks for loss of and damage to the Cars until the Cars have been delivered by the carrier on the agreed place, in which case the Seller shall be held to take out and maintain adequate insurance against any damage to and/or theft of the Cars.

5. Warranty

- 5.1. The Seller declares and warrants that the deliverable Cars are in conformity with the agreement. In addition, the Seller warrants:
 - a. to be authorized to sell and deliver the Cars to the Buyer and/or to have a valid and transferable property title regarding Cars; and
 - b. to have the free and unencumbered property title regarding the Cars and that the goods are not encumbered howsoever and are free of any pledges, it being understood that the goods are not encumbered by any other limited rights, nor that any contractual commitment is in place to establish any limited rights thereon.

6. Damage and indemnification

- 6.1. The Seller is liable for any and all damage suffered by the Buyer due to a failure to perform on the part of the Seller, as well as for any damage to Cars caused by the Seller. The records of the Buyer shall serve as full evidence of the scale of the damage of the Buyer, except for any proof to the contrary by the Seller.
- 6.2. The Seller is liable for any and all damage suffered by the Buyer and/or subsequent buyers or users, including but not limited to the – ultimate – consumer of the delivered Cars caused by a failure on the part of the Seller to fulfil its obligations and/or caused by the acts or omissions on the part of the Seller, its staff or any third parties that it has engaged. The liability of the Seller refers to direct damage, indirect damage, as well as to consequential damage.
- 6.3. The Seller shall indemnify the Buyer for and against any and all claims by third parties regarding the compensation of damage set forth in article 6.2.
- 6.4. The Seller shall indemnify the Buyer for and against any and all claims by third parties caused by infringement or alleged infringement of any (alleged) property title or right of security.
- 6.5. The Seller is held to take out adequate insurance against its liability and risks.

7. Applicable law and disputes

- 7.1. The Agreement has been construed in accordance with and is governed by Dutch law.
- 7.2. These General Terms and Conditions have been drawn up in Dutch as well as in English. In the event of any discrepancy between both versions, the Dutch version shall prevail.
- 7.3. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (the Vienna Sales Convention) is not applicable, and the applicability thereof is herewith explicitly precluded.
- 7.4. All and any disputes between the parties – including but not limited to those regarded as disputes by one of the parties only – arising from an Agreement or from these General Purchasing Terms and Conditions shall at first instance be brought before the court with jurisdiction in the court district in which the Buyer has its registered office.