

MAZELAND



AUTOMOTIVE

GENERAL TERMS AND CONDITIONS FOR CORPORATE CLIENTS

GENERAL

These General Terms and Conditions are intended for agreements relating to the purchase of, as well as any inspections, valuations, repairs and maintenance of, passenger cars, light and heavy company vehicles, machinery, parts and accessories for the same purpose, entered into between Mazeland Auto's B.V. (also trading under the names Mazeland Automotive, Mazeland Exclusive and the lease label) of Mazeland Export B.V. (also trading under the names Mazeland Automotive, Mazeland Bedrijfswagens, Best Vans and LCV Lease) or Autoservice Mazeland B.V., and buyers acting exclusively within the context of an occupation or business. These terms and conditions also apply to buyers living or residing outside the Netherlands, with whom it is agreed orally or in writing, that upon export the vehicle is bought subject to the General Terms and Conditions for Corporate Clients.

1.4 These terms and conditions apply with the exclusion of any (general) terms and conditions used by the buyer. Deviating clauses only form part of the agreement insofar as those terms and conditions or clauses have been explicitly agreed in writing by the seller.

Article: - Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

- the agreement: the agreement for the purchase and sale of a new or used vehicle;
- the vehicle: the passenger car, company car, forklift truck or reach truck, trailer, wheel loader, machinery or any other (motor) vehicle, or related parts and accessories;
- the seller: the one who sells a new or used vehicle, or parts and accessories for it, by virtue of the agreement;
- the buyer: the one who buys a new or used vehicle, or parts and accessories for it, by virtue of the agreement;
- the guarantee:

- a. the guarantee issued by the manufacturer, importer or seller of the vehicle and associated spare parts and accessories;
- b. the guarantee that may be given by the seller.

Article 2 - In general

1. Any deviations from these terms and conditions must be explicitly agreed in writing. Agreed deviations leave the other terms and conditions unaffected and are never applicable to more than one transaction.
2. The seller has the right to amend these terms and conditions at any time.

Article 3 - Establishment of the agreement

1. All offers and quotes issued by anyone or anywhere by any means, are always non-binding and based on the prices and specifications that apply at the time the agreement is entered into.
2. Pictures, drawings, specifications of capacity and other descriptions are as accurate as possible, but not strictly binding for the seller. Deviations are permitted. The seller is entitled to implement technically required changes to the vehicle he sells, without advance notice or without informing the counterparty.
3. The agreement must always be set out in writing, electronically or orally. The buyer must be given a copy of any written agreement.
4. Oral undertakings or agreements by or on behalf of the seller are binding.
5. The lack of a written or electronically recorded agreement does not render the agreement void. In that case, the written confirmation of the seller, the delivery note or seller's invoice will count as proof of the existence and the content of the agreement, subject to evidence to the contrary.

Article 4 - The content of the agreement

A written or electronically recorded agreement will in any case include:

- the description of the vehicle and any vehicle to be bought, if applicable, including any accessories;
- the price of the vehicle to be delivered;
- the price of any vehicle to be bought at the agreed time when the vehicle will be delivered;
- the delivery costs of the vehicle;
- the approximate or explicitly fixed delivery date;
- the means of payment.

Article 5 - Prices

1. All prices are in euro and exclude sales tax and/or other statutory levies, transport and insurance costs, the cost of fitting service and inspection work, as well as the cost of making the vehicle roadworthy, unless explicitly agreed in writing elsewhere.
2. A price review never constitutes a valid ground for terminating the agreement.
3. Prices are calculated based on delivery to the buyer, at the buyer's address.

Article 6 - Sale involving a purchase (trade-in)

1. If the buyer who has sold a used vehicle as part of a trade-in agreement against a new vehicle, continues to use the trade-in vehicle ahead of the new vehicle's delivery, the former vehicle will only become the seller's property once it has been physically delivered to the seller.
2. During the trade-in vehicle's use, all costs, including those of maintenance and any damage arisen by whatever cause, also as a result of loss, including a failure (or inability) to return the complete registration plate, are for the account of and at the risk of the buyer.
3. Upon the physical delivery of the trade-in vehicle, it must be in the same condition as at the time of valuation. If the trade-in vehicle is no longer in the same condition as at the time of the valuation, the seller is authorised either to refuse to buy the trade-in vehicle and still expect the agreed sale price of the new vehicle to be paid, or to perform another valuation of the trade-in vehicle and to determine a new trade-in price.
4. At the time of the physical delivery, the trade-in vehicle must be fitted with a valid registration plate or registration card. If one or more items are missing, the seller reserves the right to charge the customer for any costs related to obtaining a new registration number and the vehicle's associated drop in value.

Article 7 - Delivery

1. Delivery is made by making the purchased vehicle available to the buyer at the seller's address, unless the parties agreed in writing on another place of delivery.
2. The buyer must take possession of the purchased vehicle within six days of the date the buyer is informed that the vehicle is ready for delivery.
3. If the buyer does not take possession of the purchased vehicle (in time), the seller is allowed to invoice for storage costs in conformity with the rate applicable in his company or location.
4. The risk of damage and/or destruction within the period referred to in clause 2, as well as during the storage period, is carried by the buyer.
5. When the buyer collects the vehicle on delivery, loading the purchased car on any transport vehicle is on the account of and at the risk of the buyer.

6. Any delivery of the vehicle to an address other than the seller's place of business takes place on the account of and at the risk of the buyer. In the event of such delivery, the buyer must take immediate possession of the vehicle.

Article 8 - Delivery time

1. Delivery time refers to the date of the vehicle's delivery, as indicated in the agreement entered into between the parties, or as much earlier as subsequently agreed between the parties. Early delivery is allowed at all times.

2. If no date of delivery is agreed, the seller will give the buyer timely notice in advance in writing, electronically or by phone of when the vehicle will be either ready at the seller's place of business, or delivered to the agreed location.

3. Regardless of whether they are explicitly indicated, delivery times are only approximate and they must never be considered as definite. A failure by the seller to deliver on time can therefore never be a valid reason for the buyer to dissolve the agreement with the seller, unless the term of delivery was explicitly agreed and exceeded by more than 60%. Also after the preferred deadline has expired, the buyer must first place the seller in default in writing, as part of which the seller must be given a term of at least one month to comply, before the seller can be declared in default in this respect.

Article 9 - Cancellation

1. If the buyer wishes to annul the agreement, the seller is allowed to cancel the agreement, without being under an obligation to do so. The seller retains the right at all times to demand compliance.

2. If the seller grants the buyer's request to annul the agreement, he is entitled to charge the buyer at least 15% of the purchase price as compensation. If the buyer has not paid the compensation concerned within ten days, the cancellation request becomes void and the seller is entitled to expect that the original agreement is complied with.

3. The buyer must submit any request to cancel a purchase agreement in writing.

Article 10 - Payment

1. Unless the parties explicitly agree otherwise, the total agreed price must be paid before delivery without any setoff, retention or suspension by the other party, either in cash, by debit or credit card or by means of a direct bank transfer upon delivery.

2. If the parties agreed that payment will take place by means of a deposit or transfer to an account indicated by the seller, it must happen within 24 hours from the date of invoice but at the latest before the vehicle is delivered, unless agreed otherwise in writing.

3. If the buyer fails to meet a payment obligation, or fails to pay in full or on time, the buyer is in default by application of law, without the need for a notice of default, and the seller is entitled to charge interest at the statutory commercial rate. The buyer is also obliged to refund any extrajudicial collection costs.
4. Any payments made by the buyer are always used first to settle any interest charges, next to settle any costs and lastly to pay for the due invoices that have been outstanding longest, even if the buyer indicates that the payment is intended for a later invoice.
5. Objections against invoices sent to the buyer must be raised with the seller in writing within five working days of the date they are due.
6. In the event of insolvency, bankruptcy, a suspension of payments or liquidation of the buyer, the seller's receivables become immediately claimable without the seller being liable for compensation and/or any guarantee.
7. When paying by debit card or credit card, buyer guarantees that he has sufficient funds. If it appears that there are insufficient funds available for full payment, the buyer is obliged on the first request to provide adequate security for the fulfilment of his obligations. Seller is entitled to hold the goods back from the buyer until full payment is made or adequate security is provided.
8. When the buyer pays by debit card or credit card, the seller is entitled to charge the transaction costs that the payment processor charges to the seller to the buyer. The payment hereof by the buyer must have taken place before delivery of the goods.

Article 11 - Retention of title, right of retention and lien

1. The seller reserves ownership of the vehicle and accessories he delivers to the buyer until the purchase price is paid in full. The retention of title also applies to the claims the seller may obtain against the buyer by virtue of the latter's failure to fulfil one or more obligations towards the seller.
2. The buyer is only authorised to use the vehicle for his ordinary business activities.
3. For as long as the ownership of the vehicle delivered has not transferred to the buyer, the latter is not allowed to pledge or to grant to third parties any right to the vehicle, and he is obliged to report any event that may harm or undermine the seller's interest as owner of the vehicle concerned to the seller. The seller is not obliged to indemnify the buyer against his liability as holder of the vehicle. The buyer on the other hand indemnifies the seller against any claims from third parties against the seller in relation to the retention of title.
4. The buyer is obliged to insure the vehicle for the duration of the retention of title against third-party liability and to take out casco cover. On request, the buyer must grant the seller access to the insurance policies. The buyer hereby pledges to the seller

all rights it can exercise against the insurers, as added security for the above purpose. The seller hereby declares to accept the pledge concerned.

5. If the buyer fails to meet his obligations or if he gives the seller sound grounds to assume that he will default, the seller is entitled to recover the vehicle delivered under retention of title. After the car is recovered, the buyer will be credited with the market value, which will in no event exceed the original purchase price, after deducting the recovery costs and other sums the buyer owes the seller for non-compliance with his obligations.

6. The seller can exercise a right of retention for anything he has in his possession for or on behalf of the buyer, for as long as the goods or services supplied by the seller are not fully paid by the buyer and insofar as this is due to the buyer's imputable default, including any loss, interest and costs which the buyer owes or will owe the seller by virtue of any agreement and/or these general terms and conditions.

7. By bringing things under his authority, the buyer also establishes a right of pledge on it for everything he owes or will owe the seller, on whatever basis. This will in any case include receivables by virtue of agreements that are not yet fully completed. The parties hereby also agree that the seller as pledgeholder can convert the above possessory pledge into a non-possessory pledge by registering the agreement applicable between them, together with a copy of these terms and conditions as a private deed.

Article 12 - Termination

1. If the buyer fails to comply with one or more of his obligations, arising from this and/or any other agreement between the parties, or fails to do so in time or in full, the seller is entitled to partially or completely suspend compliance with the agreement concerned or to terminate it partially or fully without a further notice of default or without judicial intervention and without being liable for any damages. None of the above prejudices all the seller's other rights.

2. If the buyer fails imputably to comply with his obligations towards the seller and the agreement is consequently terminated, the buyer forfeits a fine that is immediately payable to the seller, without the need for a notice of default or judicial intervention, of fifteen per cent of the agreed purchase price, with a minimum of € 2,500, without prejudice to the seller's right to full compensation and reimbursement of his costs of recovery, including the costs referred to in Article 10 clause 3.

3. Without prejudice to the provision in this article, the seller is entitled to partially or fully terminate the agreement with immediate effect without the need for a notice of default or judicial intervention and without prejudice to the seller's other rights, if the buyer dies, applies for a suspension of payments, files for bankruptcy, has a request for

bankruptcy made or granted against him, ceases trading, has his assets seized and/or if the buyer loses the power to decide over (part of) his assets.

4. In any case when the buyer is aware of facts and/or circumstances that provide a sound reason to fear that he will not (be able to) comply with his obligations to the seller, he is obliged to inform the seller of them immediately.

Article 13 - Force majeure

1. The seller is not obliged to comply with any obligation, if he is prevented from doing so as a result of circumstances outside his control or that do not constitute a legal act that he can be held accountable for by application of law or pursuant to commonly held beliefs.

2. If a seller is prevented by force majeure or by other extraordinary circumstances, including the following non-exhaustive list:

- the failure of a factory or importer to deliver, or to deliver in full or on time;
- war, the threat of war, full or partial mobilisation, rioting, sabotage, or a similar situation;
- prohibitions on import and export, freight restrictions, time lost due to adverse weather;
- measures taken by domestic or foreign government bodies that make fulfilling the agreement more onerous and/or more expensive than could be anticipated at the time the agreement was entered into;
- industrial strikes, boycotts, factory sit-ins or blockades, insofar as they are carried out by employees other than those in the seller's service;
- power cuts or operational failure of whatever nature;
- epidemics;
- fire, lightning, explosion, the discharge of dangerous substances or fumes, both at the premises of the seller or his supplier,
- theft, embezzlement or damage to goods either in the warehouse, work place or other industrial site of the seller or his supplier, or during transport.
- non-imputable failures of third parties, engaged by the seller to carry out the agreement,

to meet his obligations by virtue of the agreement at all or in time, the seller has the right to fulfil the agreement within a reasonable term, or - if he is unable to comply with it within a reasonable term - to terminate part or all of the agreement.

3. In the event of force majeure and other extraordinary circumstances, the buyer is not entitled to terminate the agreement in the first six months during which the circumstances continue. The buyer is never entitled to claim compensation.

Article 14 – Liability and indemnification

1. The seller is only liable for losses that are the foreseeable and direct result of an imputable failure on the part of the seller in fulfilling his obligations arising from the agreement between him and the buyer. Any form of consequential or indirect loss, including economic loss, losses due to delays (other than statutory interest), loss due to a drop in value, loss of enjoyment, loss of profit, or loss incurred, loss in relation to the costs of replacement transport or hire and leasing costs, damage to (goods belonging to) third parties, lading damages and personal or intangible loss are not eligible for compensation.

2. Insofar as the seller is obliged to reimburse the loss based on the above provision in clause 1, this only relates to the loss that the seller is insured against or which he should reasonably have been insured against, in the understanding that the damages payable can never exceed the maximum amount insured or that should reasonably be insured. This provision is aimed at establishing a ceiling for the damages.

3. In relation to the condition in which the vehicle is delivered by the seller, the seller's liability towards the buyer does not go further than what is set out in the warranty conditions, as provided in Article 15. The buyer does not have any rights which the law provides for buyers who are not acting in the context of their business or company and he can therefore not invoke provisions that form part of consumer legislation.

4. Any other claim for compensation, on whatever ground, is excluded.

5. The seller does not accept any responsibility for any supplies and services outsourced to third parties at the buyer's request.

6. The buyer indemnifies the seller against any claims from third parties alleging to have incurred a loss caused by a vehicle supplied by the seller to the buyer. The buyer will reimburse the seller for any loss (including costs) incurred by reimbursing any such claims received from third parties.

Article 15 - Guarantee

1. In relation to the sale, the buyer cannot lay claim to rights based on non-conformity within the meaning of Book 7 of the Dutch Civil Code.

2. The only warranty given on deliveries of new vehicles, parts, materials and accessories is only the warranty granted by the manufacturer, importer or wholesaler on those items. In relation to goods that the seller has procured from third parties, the seller is not obliged to give any further warranty than the seller of the third party concerned has been granted for the product.

3. Deliveries of used vehicles, parts, materials and accessories only come with the guarantee that is explicitly agreed in writing.

4. Any claim made under the guarantee become invalid if:

- the buyer or a third party has arranged for work to be carried out on the vehicle for which a claim is made, without the prior written consent of the seller,
- the buyer fails to inform the seller immediately of any faults after noticing them,
- the seller is not given an opportunity to remedy any fault, unless the seller has given permission for the repair to be carried out elsewhere,
- the vehicle is being used inappropriately, including overloading, the use of inappropriate fuel and oil, incompetent driving or use, and use without observing the instructions or maintenance guidelines.

5. In the event of a warranty claim, the seller is only obliged to perform maintenance, or to supplement or repair the delivered vehicle, depending on his own discretion, if the fault is not related to normal wear and tear or known problems rather than being the result of a cause from outside or to any acts or omissions from the buyer or a third person.

6. Items or parts that are replaced become the property of the seller.

7. The seller guarantees any repairs performed under an existing warranty for a one-month period, up to a maximum of 5,000 km calculated from the date the repair is completed. The warranty entails that the seller will resolve any faults observed within that period at his own expense, provided the faults are reported to him without delay.

8. No guarantee is given on entrusted emergency repairs. The warranty also excludes:

- faults in materials or parts that were imposed or made available by the buyer;
- faults resulting from designs, drawings, constructions or working methods made available by the buyer, or following the customer's advice;
- deviations or unavoidable variations in colour or quality of the lacquer coating that are considered acceptable in the sector.

9. The warranty only applies to faults that arise in the Netherlands.

Article 16 - Complaints

1. If the seller undertook to transport the vehicle, the buyer must inspect the vehicle promptly upon delivery for damage in transit and if applicable, he must make a careful note on the transport document he is asked to sign upon delivery, of any damage found.

2. Complaints relating to a vehicle delivered by the seller must be lodged within a suitable period, but in any case within eight days after the issue the complaint is about is discovered or should reasonably have been discovered, failure of which renders the complaints invalid.

3. The buyer must report any externally visible faults in the vehicle supplied by the seller, such as scratches, dents, etc., immediately to the seller. Failing that, the buyer is considered to have accepted the vehicle he bought unconditionally.

Article 17 - Conversion

If any provision in these general terms and conditions appears to be invalid or unenforceable in any way, in view of an existing or future regulation, law, indication, guideline, or decree applicable to the parties, the remainder of these general terms and conditions will continue to apply. The parties agree that they will adjust the current general terms and conditions in such event, to the effect that the provisions will be made to comply with the applicable regulations they have contravened, taking into account the general balance between the respective rights and obligations that existed before the situation concerned arose.

Article 18 - Personal data

The seller will process the personal data set out on the purchase agreement within the meaning of the Personal Data Protection Act. Processing the data allows the seller to carry out the agreement, to comply with his warranty obligations to the buyer, to provide an optimal service, to give the buyer timely and current product information and to offer him bespoke deals. In addition, the seller is entitled to make the buyer's data available to third parties. If the data are to be used for direct mailing, the buyer's objection to such use of his data will be taken into account, if applicable.

Article 19 - Applicable law and competent court

1. The purchase agreement and any legal relationships between the seller and the buyer arising from it are governed by Dutch law, with the exclusion of the United Nations Convention on contracts for the international sale of goods of 1980 (Vienna Sales Convention) or any future international regulation on the sale of goods.
2. In the event of a conflict between the translation of the text of these terms and conditions and the Dutch version, the Dutch version will always take precedence.
3. Any disputes arising from this agreement or directly or indirectly related to it will exclusively be lodged with the competent district court in Oost-Brabant.