

MB-Parts Velddriel BV (Sterparts)

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Article 1 – General

These terms and conditions apply to all offers and agreements of MB Parts Velddriel BV (Sterparts), hereinafter referred to as MB.

Deviations from these terms and conditions must be expressly agreed in writing turn into. Agreed deviations do not affect the validity of the other conditions and never apply to more than one transaction.

General terms and conditions of the buyer are hereby expressly rejected.

Article 2 – Conclusion of the agreement

All offers and quotations are always without obligation and are made on the basis of of the prices applicable at the time of the conclusion of the agreement and Specifications.

Illustrations, drawings, specifications of capacities and further descriptions are accurately as possible, but are not binding. Small deviations are permissible.

Oral promises or agreements made or made by or on behalf of MB are only binding if and insofar as these have been confirmed in writing.

If no written agreement has been issued by MB, the written agreement shall apply confirmation from MB or the delivery note or invoice from MB as proof of the existence and content of the agreement subject to proof to the contrary.

Article 3 – Prices

All prices are in euros and are exclusive of turnover tax and/or other levies from government, transport and insurance unless expressly stated otherwise in writing agreed.

With an increase in prices, those of importers and suppliers of MB below that included, and in the event of changes in wages, taxes, social security contributions, other

terms of employment, currency relations or similar circumstances, occurring after the conclusion of the agreement between the parties, MB entitled to increase the agreed price in accordance with the aforementioned increase.

4. A price change is never a ground for dissolution of the agreement.

Article 4 – Delivery time

Delivery times, whether or not expressly stated, are only approximate and can never be regarded as a strict deadline. Non-timely delivery by the MB can therefore never provide a valid reason for the buyer to terminate the agreement with the

to dissolve MB, without MB first being given notice of default in writing by the buyer whereby the MB is given a period of at least one month for compliance.

Article 5 – Delivery

The goods will be delivered at MB's place of business, unless the parties choose another place of delivery have been expressly agreed in writing.

If the goods are not delivered within 8 days from the time that the buyer is informed that

it is ready for delivery, have been purchased, the goods will come from that moment in any case at the expense and risk of the buyer. In that case MB is entitled to be charged a custody fee in accordance with the rate applicable in its company or locally.

Article 6 – Payment

Unless the parties have expressly agreed otherwise in writing, payment of the agreed price without set-off, deduction or suspension by the buyer before delivery, or cash on delivery.

For purchases on account, payment must be made no later than fourteen days after the invoice date have been received.

If the buyer has not paid the total agreed price or has not paid it on time, he is without notice of default in default and a default interest of 1.5% per month. In addition, all outstanding invoices are immediately due and payable.

If MB is forced to hand over a claim for collection, all associated costs, both judicial and extrajudicial, including attorney's fees, attachment costs and costs for the bankruptcy application included, at the expense of the other party. These costs should be determined on 15% of the total outstanding receivable, with an absolute minimum of s 150.00.

Article 7 – Retention of title, right of retention and right of pledge

MB reserves the ownership of all goods delivered by it to the buyer until the buyer has paid all of MB's claims.

As long as the ownership of the delivered goods has not passed to the buyer, they do not pledge the goods or grant any other right to them to a third party and is he held any event that the MB considers in its best interest as owner of that business damage or may cause damage to MB. MB does not indemnify the buyer for any his liability as holder of the thing. On the other hand, the buyer indemnifies MB for claims that third parties could assert against MB in connection with retention of title.

If the buyer is in default, MB is entitled to take back delivered goods. After repossession, buyer will be credited for the market value, which will in no case be higher than the original purchase price,

less the costs incurred on the repossession and less what he also owes MB in respect of non-compliance with its obligations.

Article 8 – Cancellation

The buyer is entitled to cancel the agreement, unless it is specially made for the buyer ordered items. In the event of cancellation, the buyer will reimburse MB are owed equal to 15% of the sales value, without prejudice to MB 's right to full compensation and reimbursement of costs of recovery.

Article 9 – Dissolution

If, after having been given notice of default in writing, the buyer is negligent during 14 days continues to fulfill its obligations towards MB, MB is entitled to dissolve the agreement without judicial intervention. If the buyer has failed imputably in the fulfillment of its obligations towards MB and the agreement is therefore dissolved, the buyer forfeits for the benefit of from MB, immediately due and payable without notice of default or judicial intervention penalty of 30 percent of the agreed sum, without prejudice to MB's right to full compensation and reimbursement of costs of recovery. Without prejudice to the provisions of this article, MB is authorized without notice of default or judicial intervention and without prejudice further rights, the agreement in whole or in part with immediate effect to dissolve or suspend if the buyer: dies,; applies for a moratorium or has been requested or pronounced; declares bankruptcy or if his bankruptcy has been filed or pronounced In these cases, any claim of MB against the buyer is immediately due and payable in full, without that MB is obliged to pay compensation and/or guarantee.

Article 10 – Force majeure

In the event that it appears that the performance of an agreement for MB as a result of force majeure becomes difficult or impossible, MB is entitled to terminate the agreement, insofar as this has not yet been carried out, by means of a written statement to terminate, with notification to the buyer of the circumstances that affect the further make implementation difficult or impossible. Force majeure within the meaning of these terms and conditions includes, therefore: not exhaustive:

war or similar situation, riot, sabotage;
fire, lightning, explosion, outflow of hazardous substances or gases;
the energy supply, factory or business failure of any kind;
boycott, company occupation, blockade to the extent performed by anyone other than MB in
on-duty employees;
transport obstacles, frost loss, import and export bans;
theft, embezzlement or damage to items from the warehouse, workshop or other business premises of MB or during transport;
as well as any (other) circumstance affecting the normal course of MB .'s business is hindered, as a result of which the fulfillment of the agreement in cannot reasonably be expected of MB. The provisions of this paragraph also apply if these circumstances are suppliers of MB and other MB engaged concern third parties.

If delivery has not become permanently impossible as a result of force majeure, but not yet possible within a period of 3 months after the agreed delivery date take place, both parties are authorized to dissolve the agreement by to give notice in writing to the other party, without either party

the other party is entitled to compensation. Possibly made by MB costs must be reimbursed by the buyer.

Article 11 – Liability

MB is not liable for damage suffered by the buyer, except and insofar as the buyer can demonstrate that there is intent or gross negligence on the part of MB.

2. Any form of consequential or indirect damage, including but not limited to: becomes: trading loss, damage due to delay (other than statutory interest), damage due to depreciation, loss of enjoyment, loss of profit, or loss suffered, damage in related to costs of replacement transport or rental and lease costs, damage to (goods of) third parties, cargo damage and personal or immaterial damage are of compensation excluded.

MB is insured against damage. Liability for damage is expressly stated limited to the amount that this insurance is paid in the relevant case paid. If and insofar as for whatever reason no payment under this insurance takes place, the liability for damage is expressly limited up to the invoice amount to which the damage relates. 4. Any further liability is expressly excluded.

Article 12 – Warranty

For deliveries of new parts, materials and accessories below understood, no warranties other than those provided by the manufacturer, importer or supplier has been granted.

On deliveries of used goods, MB provides a 3-month warranty with

a maximum of 000 kilometers, unless the parties expressly agree otherwise in writing agreed. No warranty is provided on electrical parts. Buyer becomes offered the opportunity to test the electrical components at MB.

Any warranty claim will lapse if without prior written notice permission from MB, work has been carried out by the buyer or a third party which relate to the matters for which the warranty is invoked.

In the event of any warranty, MB is only held at its sole discretion to: replacement, addition or repair of the delivered item, provided that the shortcoming does not

relates to customary deviations and is not the result of an outside coming cause and/or any act or omission of the buyer or third party, or of normal wear and tear. The goods or parts thereof that have been replaced become the property of from MB.

Article 13 – Advertising

1. The buyer must inspect the purchased goods for defects immediately after delivery. Complaints about faulty items must be submitted by the buyer within 8 days of receipt of the goods in writing to MB by registered letter.

2. No rights can be derived from the processing of the complaint, with in particular, the payment obligation cannot be suspended.

3. Deviation from the industry standard and/or reasonable tolerance on delivery, give the buyer no right to claim, replacement, compensation for damage or any other right.

4. For returns, MB must first obtain written permission granted.

Article 14 – Applicable law

1. All agreements and the obligations arising from this are exclusively Dutch law applies.

2. All disputes will be settled by the court in 's-Hertogenbosch, unless buyer opts for the jurisdiction of another court.