

General conditions of sale, warranty and delivery FZN-Parts

1 Definitions

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

- (a) FZN-Parts: the private limited liability company FZNParts B.V. acting under the name FZN-Parts, its legal successors under general or special title, or companies and/or enterprises affiliated with it, in so far as they have declared the Terms and Conditions to be applicable;
- (b) client: any party who concludes an agreement with FZN-Parts, or with whom FZN-Parts is negotiating the conclusion of an agreement;
- (c) Agreement: any agreement entered into between FZN-Parts and the client, any amendment or addition thereto, as well as all (legal) acts in preparation and execution of that agreement;
- (d) Products: all items that are the subject of an agreement;
- (e) Order: any order placed by the client with FZN-Parts;
- (f) Conditions: these general terms and conditions. These are registered with the Chamber of Commerce under no.69036772.

2 Applicability

2.1 The Conditions apply to all our agreements (including offers, sales, deliveries as well as agreements to perform work of any kind.

2.2 Any (previous) reference by the client to own or other general terms and conditions is expressly rejected by FZN-Parts and is therefore not accepted.

2.3 FZN-Parts reserves the right to amend the Conditions at any time. The amended Terms and Conditions shall apply from the moment FZN-Parts notifies the client in writing of the amendment, on the understanding that the Terms and Conditions which were in force on the day the order was made shall continue to apply to orders already placed.

2.4 If any provision of these Conditions is invalid, void or voidable, the other provisions of the Conditions shall remain in full force and effect. The provisions that are not legally valid or cannot legally be applied will be replaced by provisions that are as close as possible to the purport of the provisions to be replaced, in such a way that these replacement provisions are legally valid.

3 Quotations

3.1 Quotations and price quotations are not binding on FZN-Parts and are merely an invitation to place an Order, unless otherwise agreed in writing. Orders cannot be processed by us without giving reasons.

3.2 Illustrations, drawings, models, specifications and prices of the products offered by FZN-Parts in catalogs, circulars or otherwise are drawn up with care. However, FZN-Parts does not guarantee their accuracy.

Illustrations, drawings, models and specifications are merely indications of the products concerned and are intended only to give a general impression of what FZN-Parts has to offer.

4 Agreement

4.1 The agreement is concluded at the moment that FZN-Parts has accepted it in writing or has started to carry it out, or by issuing or sending the client the invoice relating to the agreement.

4.2 Any supplementary agreements or alterations made - at a later date - as well as (verbal) agreements and/or promises made by our personnel or on our behalf by our salesmen, agents, representatives or other intermediaries, shall only be binding on us if confirmed by us in writing.

4.3 For activities for which according to their nature and scope no offer or order confirmation is sent, the invoice is also considered to be the order confirmation, which is also deemed to reflect the agreement correctly and completely. Our administration is decisive with regard to the provisions under article 4.2. and in this paragraph.

4.4 Every agreement is entered into on our part under the suspensive condition that the other party - exclusively at our discretion - appears to be sufficiently creditworthy for the financial performance of the agreement.

4.5 FZN-Parts shall be entitled - if FZN-Parts deems this necessary or desirable - to engage others for the proper execution of the agreement. If possible and/or if necessary, FZN-Parts shall consult with the client in this regard.

5 Prizes

5.1 All prices are exclusive of VAT and expressed in Euros, unless expressly agreed otherwise.

5.2 Agreements are concluded at the prices fixed by FZN-Parts

in force at the time the agreement is concluded, unless the parties have agreed otherwise in writing. FZN-Parts reserves the right to change agreed prices up to the time of shipment of the products if the circumstances applicable to FZN-Parts on which the prices are based have changed since the conclusion of the agreement and prior to delivery. In the event of a price change by FZN-Parts, the client shall have the right to dissolve the agreement out of court, provided this is done in writing within five days after the client has or could have learned of the price change.

5.3 The prices given in the offers and quotations are subject to typing errors and price changes and are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the agreement, including shipping and administrative costs, unless the offers and quotations are aimed at a consumer buyer or expressly stipulate otherwise. All images, drawings, data concerning weights, dimensions, colors, the applicability of equipment contained in FZN-Parts' price lists, folders, brochures and advertisements or on its website are compiled with care and are only approximate. The Customer may not derive any rights from this.

6 Payment

6.1 Unless expressly agreed otherwise in writing, the client shall pay all amounts charged to him by FZN-Parts in connection with an agreement within 30 days of the invoice date and without any deduction, set-off or compensation in the currency stated on the invoice. By the mere expiry of this period, the client shall be in default. The client is not entitled to suspend any payment obligation.

6.2 If, at any time, FZN-Parts has reasonable doubt as to the client's creditworthiness, FZN-Parts shall be entitled not to perform (any further), and, prior to any further performance, to demand that the amounts invoiced be paid by the client in advance, or that the client provide sound security for both the fulfillment of his payment obligations and his other obligations.

6.3 FZN-Parts is entitled to set a credit limit. If this credit limit is exceeded, FZN-Parts shall be entitled to act in accordance with the preceding paragraph of this article. FZN-Parts may curtail a credit limit by amounts to be determined by it, change curtailments or omit agreed curtailments.

6.4 If the client fails to fulfill one or more payment obligations, or fails to do so on time or in full, the client shall be in default without further notice of default and all claims from FZN-Parts against the client on any account whatsoever shall be immediately due and payable. From the due date, the client shall owe FZN-Parts the statutory interest pursuant to article 6:119a of the Netherlands Civil Code for commercial transactions and pursuant to article 6:119 of the Netherlands Civil Code for consumer transactions on all late payments per month or part of the month, where part of a month counts as a full month. In this case, the client shall also owe the extrajudicial and judicial collection costs. The costs to be reimbursed by the client shall be at least 15% of the amount of the overdue payment and without prejudice to the right to compensation for the full costs.

6.5 Any amount received from the client shall first be applied to settle any claims which FZN-Parts may have on the client with regard to which FZN-Parts has not made a retention of title in accordance with article 8. Thereafter, any amount received from the client shall first serve to settle any interest and costs owed as referred to in clause 6.4, and then to settle any invoices due and payable, whereby the invoice with the oldest due date shall be credited first, even if the client states that payment relates to a later invoice. FZN-Parts shall at all times be entitled to set off its claims against the client against that which FZN-Parts owes or will owe to the client.

6.6 If a client has made a reservation of a product that is not in stock and must be ordered, a deposit of 20% of the purchase price must be paid.

7 Delivery

7.1 A delivery time quoted by FZN-Parts is based on the circumstances applying to FZN-Parts at the time the agreement is concluded and, in so far as it depends on the performance of third parties, on the information supplied to FZN-Parts by those third parties. This delivery time shall be observed by FZN-Parts as much as possible. However, stated delivery times shall never be regarded as deadlines, unless expressly agreed otherwise in writing.

7.2 If no delivery time has been agreed / stated, a period of six weeks following order confirmation shall apply. In the event that the delivery time is exceeded, the client shall only be entitled to point out this delay to us by registered letter and must provide us with a latest delivery time of at least 10 working days, which commences upon receipt of the relevant notice of default.

7.3 If the delivery time is exceeded, the client is not entitled to any compensation in this regard. Nor is the client in that case entitled to dissolve the agreement, unless the exceeding of the delivery time is such that the client cannot reasonably be required to maintain (the relevant part of) the agreement. In that case, the client shall be entitled to dissolve the agreement to the extent reasonable and necessary.

7.4 If FZN-Parts requires information or tools to be provided by the client for the execution of the agreement, the delivery time may never commence before the day on which all the necessary information or tools are in FZN-Parts' possession.

7.5 FZN-Parts shall at all times be entitled to deliver in parts.

7.6 Unless otherwise agreed, orders shall be delivered at FZN-Parts expense but at the client's risk at the cheapest opportunity to be determined by FZN-Parts. If the client desires a different method of delivery than is customary with FZN-Parts, any resulting costs will be charged to the client.

7.7 If the products have not been taken by the client after the expiration of the delivery time, they are stored at his disposal, at his expense and risk. After a period of four weeks, FZN-Parts

shall be entitled to (privately) sell these products. Any lesser proceeds, and costs, shall be borne by the client, without prejudice to all FZN-Parts' other rights.

7.8 The client is obliged to check the products delivered and/or the packaging for any shortages or damage immediately upon delivery, or to carry out this check after FZN-Parts

has informed the client that the products are at the client's disposal.

7.9 Any shortcomings or damage to the goods delivered and/or the packaging present at delivery must be noted by the other party on the delivery note, the invoice and/or the transport documents. In that case, complaints in this respect will no longer be dealt with.

7.10 Any returns as a result must be made within 8 days of the delivery date at the latest.

8 Retention of title

8.1 Notwithstanding actual delivery, ownership of the products shall not pass to the client until the client has fulfilled all his financial obligations to FZN-Parts by virtue of or pursuant to an agreement delivered to him - in the past - or to be delivered to him - in the future - or services performed or to be performed for him, respectively, as well as in respect of claims for failure to comply with an agreement, including claims in respect of fines, interest and costs.

8.2 The client is fully responsible for the products delivered under retention of title and shall keep

them with due care and as recognizable property of FZN-Parts.

8.3 Before ownership of the products is transferred to the client, the client shall not be entitled to rent out or give in use, pledge, or otherwise encumber the products. The client is only entitled to sell or deliver

the products of which FZN-Parts is the owner to third parties in so far as this is necessary in the client's normal course of business.

The client shall inform his customers of any property rights held by FZN-Parts.

8.4 With regard to claims other than those referred to in article 3:92 subsection 2 of the

Civil Code, FZN-Parts retains rights of pledge, as referred to in article 3:237 of the Civil Code, on the delivered products, the title to which has passed to the client by payment and on which the retention of title does not revive and/or will not revive as a result of - future - claims pursuant to article 3:92 subsection 2 of the Civil Code, as additional security for claims which FZN-Parts may have on the client on any account whatsoever.

8.5 If the client fails to fulfil his payment obligations to FZN-Parts or FZN-Parts has good reason to fear that he will fail to fulfil those obligations, FZN-Parts shall be entitled to take back the products delivered subject to retention of title, without any notice of default or judicial intervention being required. The client shall be obliged to grant FZN-Parts or a third party designated by FZN-Parts access to the places where the products delivered under retention of title are located.

9 Guarantee

9.1 FZN-Parts only guarantees the quality of the products in the condition they are in at the time of delivery, and only guarantees that the products have the properties required for their normal use.

9.2 FZN-Parts provides the same warranty for the products it delivers as is provided by its suppliers. The guarantee only applies during the guarantee periods provided by its suppliers.

9.3 The warranty implies that FZN-Parts will replace the products upon receipt of the returned products. The guarantee shall not oblige FZN-Parts to credit any invoice amounts.

9.4 The guarantee only applies if the client has fulfilled all his obligations vis-à-vis FZN-Parts

9.5 The guarantee on products lapses, irrespective of the guarantee period, from the moment the products have been incorporated into other products.

9.6 The buyer cannot claim a warranty.

- a. If the buyer has provided incorrect or insufficient information regarding make and type designation of the purchased and or vehicle for which the part is intended.
- b. If the installation of the purchased part was done improperly.
- c. If the buyer has performed or has had performed work, such as but not limited to repair, modification and disassembly, on the purchased item.
- d. If there is an installation or use for a purpose other than that for which the purchased item is intended.
- e. In case of installation in vehicles that differ from the manufacturer's standard specifications.
- f. In case of improper and/or incompetent use of the purchased item or in case of use of the vehicle in which the purchased item is installed for purposes other than what the vehicle is intended for in normal traffic.
- g. If acted in violation of any other provision of the applicable general/warranty terms and conditions.

9.7 The Buyer may not derive from a warranty any right to compensation of any kind whatsoever except to the extent that FZN-Parts is bound to do so under the law or the applicable General Terms and Conditions.

9.8 No warranty is given on work and/or parts related to installation.

10 Liability

10.1 Without prejudice to the guarantee provisions, FZN-Parts excludes any further liability vis-à-vis the client or a third party for any damage, on any account whatsoever, including all direct and indirect damage, such as damage to the products, consequential damage or trading loss, with the exception of liability for damage caused by intent or gross negligence on the part of FZN-Parts, or employees and/or auxiliary persons engaged by FZN-Parts.

10.2 If and insofar as FZN-Parts should be subject to any liability, for whatever reason, FZN-Parts' total liability shall at all times be limited to three times the invoice amount with a maximum of Euro 2,500 per claim or related series of cases, without prejudice to liability pursuant to Title 3, Part 3 of Book 6 of the Dutch Civil Code as well as cover from our liability insurers.

10.3 The client shall indemnify FZN-Parts against all third-party claims for damage occurring as a result of or in connection with the products and services supplied by FZN-Parts, unless the damage is caused by gross negligence or intent on the part of FZN-Parts, its employees and/or auxiliary persons engaged by it.

11 Complaints

11.1 The client is obliged to inspect the products (or have them inspected) immediately upon receipt, but in any case as soon as possible thereafter, and to the extent this may reasonably be required of him. Complaints, other than those mentioned in paragraphs 7 and 8 of article 7, relating to the FZN-Parts invoices or relating to defects to the products that are found or could reasonably have been found upon inspection or first use, the client must notify FZN-Parts in writing immediately, but in any case within 14 days of receipt of the products. If the client fails to do so, the client cannot claim that the products do not comply with the agreement.

11.2 Defects that could not reasonably have been discovered within the period mentioned in the previous paragraph must be brought to FZN-Parts

's attention in writing by the client no later than fourteen days after he could reasonably have discovered them. Upon discovery of a defect, the client shall be obliged to cease any use of the products, to take care as a prudent debtor to preserve the products and to take the necessary measures to limit his damage as much as possible.

In doing so, the client shall strictly follow FZN-Parts' instructions and give FZN-Parts every cooperation in investigating the detected defect and related circumstances, such as the handling and use of the products. If FZN-Parts so requires, the client shall return the products.

12 Returns and cancellation

12.1 Notwithstanding the provisions elsewhere in these Terms and Conditions, orders accepted by FZN-Parts cannot be cancelled, and products delivered by FZN-Parts cannot be taken back or exchanged, if the products and/or packaging are not in good condition.

12.2 Never will products that were or are out of stock

at FZN-Parts, and products purchased specifically for the client, be eligible for cancellation, return or exchange if the products and/or packaging are not in good condition.

12.3 Return of products other than due to faulty delivery is only possible if FZN-Parts has agreed to this in writing in advance.

12.4 Return shipments must be accompanied by a packing slip showing the date and number of the FZN-Parts

delivery note/invoice. Articles which cannot be shown to have been delivered by FZN-Parts will not be considered for crediting.

12.5 Items whose quantity does not match the standard packing unit will not be eligible for credit.

12.6 Credit notes relating to products returned by the Customer will be calculated in accordance with the prices and discounts applicable on the date of the credit note. However, the amount of the credit note will never exceed the amount of the related invoice.

12.7 If a client cancels an agreement, she will owe, as compensation, 10% of the purchase amount in cancellation fees, with a minimum of €10.

12.8 If a client has made a reservation of a product that is not in stock and must be ordered, a deposit of 20% of the purchase price must be paid. If this reservation is cancelled, the right to a refund of the deposit is forfeited.

13 Termination

13.1 FZN-Parts may, in addition to its other rights ensuing from the agreement and the law, dissolve the agreement with the client in its entirety, or for the part not yet performed, at any time with immediate effect without further notice of default and judicial intervention and liability to pay damages to the client, if the client fails to comply with one or more of his obligations under the agreement or other agreements vis-à-vis FZN-Parts, if he is declared bankrupt if he applies for (temporary) suspension of payment or offers a payment arrangement to his creditors, if he ceases to exist, discontinues his activities or liquidates his business or if his assets are seized in respect of substantial debts or if he is unable to meet his due debts or leaves his due debts unpaid or an application is made to declare the Natural Persons Debt Rescheduling Act applicable, in the event of death.

13.2 If the previous sub-clause applies, FZN-Parts shall be entitled to repossess the products subject to retention of title, and FZN-Parts shall be entitled to demand full and immediate repayment of what it owes, without prejudice to FZN-Parts' other rights such as the right to compensation for costs, damage and interest, including the costs of repossessing the products.

14 Force majeure

14.1 In the event of force majeure, FZN-Parts shall be entitled, at its discretion and without judicial intervention, either to suspend the execution of the agreement for a maximum of six months or to dissolve the agreement in whole or in part, without being liable to pay any compensation.

14.2 Force majeure is also understood to mean: all circumstances beyond the control of FZN-Parts, even if they could have been foreseen at the time the agreement was made, which permanently or temporarily, in whole or in part, prevent FZN-Parts from fulfilling the agreement or as a result of which FZN-Parts cannot reasonably be required to fulfil its obligations. Such circumstances shall in any case include: war, civil war, danger of war, riots, strikes, fire, epidemics, late delivery of materials and products by the importer/factory or the supplier, obstructive government measures or the absence of a government permit. The above also applies if the circumstances referred to above occur with regard to, or in the company of, factories, importers or other traders from whom FZN-Parts obtains or tends to obtain the products.

15 Applicable law and disputes

15.1 Dutch law shall apply exclusively to all agreements concluded by FZN-Parts.

15.2 All disputes relating to, arising from or connected with offers made, deliveries made, arrangements made or agreements entered into by FZN-Parts shall, if these disputes fall within the jurisdiction of the court, be heard by the court in Rotterdam.