

The General Sales and Delivery Conditions of the STIBA apply to the deliveries of Autobedrijf de Heer BV, which you can read below. Important additional additions to this are the additional conditions of Autobedrijf de Heer BV as stated at the bottom of this article:

#### **STIBA GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

1. Applicability 1.1 These general terms and conditions apply to the entering into agreements by STIBA members for the sale and/or delivery of used vehicle parts and to the performance of such agreements.

The STIBA Warranty Conditions apply to these agreements for the sale and/or delivery of used vehicle parts.

1.2 STIBA members are those companies that have been admitted as members by the Board of STIBA pursuant to Article 3 of the Articles of Association of said Association and which can be recognized by the STIBA shield.

1.3 Deviations from and/or additions to these general terms and conditions are only binding on the STIBA member insofar as they have expressly recorded their validity in writing. When the buyer refers to its own terms and conditions, the present terms and conditions apply exclusively, unless expressly agreed otherwise.

1.4 If the buyer is a legal entity, general partnership or limited partnership, the person acting on its behalf is deemed to have personally committed itself as jointly and severally liable debtor, unless the STIBA member expressly agrees otherwise in writing.

#### **2. Prices**

2.1 Unless stated otherwise, all amounts are exclusive of deduction or discount and including VAT, whether or not calculated via the VAT margin scheme of the dismantling company.

2.2 Prices are calculated for delivery ex works, unless expressly stated otherwise.

2.3 Quotations of prices, of items offered for sale and of specifications contained in general offers, such as catalogues, price lists and other printed matter, are without obligation. They do not bind the STIBA member and the buyer cannot rely on them, unless otherwise agreed or indicated.

#### **3. Delivery**

3.1 Delivery is made ex workshop, warehouse or shop at the choice of the STIBA member. The buyer has an obligation to purchase, unless the STIBA member has no reasonable interest in this.

3.2 The risk of the sold is transferred at the moment that the goods are ready for delivery or shipment.

3.3 The sold will be delivered immediately in the condition in which it is when the agreement is concluded.

3.4 Transport of parts by the STIBA member is entirely at the expense and risk of the buyer.

#### **4. Delivery term 4.1**

Delivery times are determined in consultation and approximately by the STIBA member. Delivery times can never be regarded as a deadline. The delivery time starts with oral and written order confirmation.

4.2 In the event of late delivery, the STIBA member is not liable for damage suffered by the buyer due to late delivery, unless the buyer has given the STIBA member written notice of default, whereby the buyer must grant the STIBA member a term of at least half of the originally agreed delivery time in order to still meet its obligations. 1188/AVA/966/13/08/07 STIBA Internal Regulations, approved at the BALV dated 27-11-2001 2 4.3 Insofar as the law permits, an agreement cannot be dissolved by the buyer due to exceeding the term, unless the term is stated at the end of paragraph 2 of this article has expired and the buyer cannot be required to maintain the agreement.

4.4 If the buyer does not collect the purchased item within four weeks after the STIBA member has informed the buyer that the purchased item is ready for collection, the agreement will be terminated without judicial intervention, unless the STIBA member informs the buyer in writing that it requires fulfillment. .

#### **5. Payment**

5.1 Unless agreed otherwise, payment is made in cash.

5.2 When purchasing on invoice, payment must be received within fourteen days of the invoice date.

5.3 If no or late or incomplete payment has been made on the due date, the buyer will be in default without notice of default or reminder being required and will immediately owe the statutory interest per month or part on the overdue amount. of one month, calculated from the due date.

5.4 In the case of paragraph 3 of this article, the STIBA member has the right, within the period of article 7:44 of the Dutch Civil Code, to reclaim the purchased goods by means of an extrajudicial statement. The sale is dissolved by this statement.

5.5 All costs, both judicial and extrajudicial - including those of collection agencies, bailiffs, lawyers - that are associated with the enforcement of its rights towards the buyer by the STIBA member, will be borne by the buyer. The extrajudicial collection costs are calculated in accordance with the collection rate of the Netherlands Bar Association with regard to collections with a minimum of € 50.00.

#### **6. Retention of title 6.1 As**

long as the buyer has not fully complied with what is owed to the STIBA member under or in connection with

with delivery, goods already delivered remain the property of the STIBA member.

6.2 The buyer is not entitled to deliver, loan, pledge or transfer the ownership of delivered goods to third parties - as long as they have not been paid for.

6.3 The buyer bears the risk for unpaid goods with regard to all damage, direct and indirect, which will be caused by him or anyone else.

#### 7. Shortcomings/complaints

7.1 The buyer is obliged to carefully check deliveries after implementation for any shortcomings in the form of deviations from specifications and other observable shortcomings. Observed shortcomings must be reported to the STIBA member within 8 days of discovery. This notification must be made in writing and must be accompanied by a description of the observed shortcoming, stating the invoice and the invoice number. In order for the STIBA Warranty Conditions to apply, the latest notification date is 1 month after the purchase (in accordance with Article 4 of the STIBA Warranty Conditions).

7.2 The buyer must enable the STIBA member to check the identified shortcoming. Failure to comply with the provisions of this paragraph will result in the buyer's right to invoke shortcomings that he could reasonably have discovered during a careful inspection within the aforementioned period.

7.3 Insofar as the law permits, shortcomings in the delivered goods do not give the buyer grounds for dissolution of the agreement, unless it concerns shortcomings referred to in paragraph 2 of this article and the STIBA member fails to remedy the shortcomings after repeated attempts. /AVA/966/13/08/07 STIBA internal regulations, approved at the BALV dated 27-11-2001 3 acceptable. In that case, the buyer is authorized to dissolve the agreement if and insofar as maintenance cannot reasonably be expected of him.

7.4 The buyer must reimburse the costs for unfounded complaints to the STIBA member.

7.5 Insofar as the law permits, an appeal to a shortcoming does not entitle the buyer to suspend its payment obligation.

7.6 The provisions of this Article 7 apply with due observance of the provisions of Article 7 of the Guarantee Conditions of STIBA.

#### 8. Force majeure

8.1 If the STIBA member fails in full or in part to fulfill its obligation towards the buyer, this failure cannot be attributed to the STIBA member if the STIBA member is hindered or prevented from performing the agreement. is made impossible by a circumstance, whether foreseeable or not, that is beyond the control of the STIBA member, such as, but not limited to: - shortcomings by suppliers/transporters; - war, riot or similar situations; - sabotage, boycott, strike or occupation; - machine damage; - theft from the warehouses; - business disturbances; - government measures; - bad weather; - lightning strike; - fire.

8.2 If a situation arises as referred to in paragraph 1 of this article, the STIBA member is not liable, insofar as the law permits, for any resulting damage for the buyer and the STIBA member can, at its own discretion, suspend obligations or dissolve the agreement in whole or in part without judicial intervention and without being obliged to pay any compensation.

#### 9. Use of the item 9.1

The buyer must use the delivered item in accordance with its nature and destination and with due observance of all statutory instructions for use and, where applicable, instructions for use prescribed by the STIBA member.

9.2 If the buyer does not use the delivered good in accordance with the provisions of paragraph 1 of this article and the buyer holds the STIBA member liable for damage suffered in connection with the use of the delivered good, the buyer must prove that damage is the result of a defect in the good delivered by the STIBA member and not of use other than in accordance with paragraph 1 of this article.

9.3 Without prejudice to the provisions of article 10 and paragraph 2 of this article, the STIBA member is never liable for personal injury if the buyer has acted contrary to the provisions of paragraph 1 of this article. To the extent permitted by law, the buyer must indemnify the STIBA member against claims from employees or other third parties, in particular customers, if they have not taken cognizance of the instructions for use arising from paragraph 1 of this article.

#### 10. Liability 10.1 For

damage from or in connection with deliveries for which the STIBA member can be held legally liable, unless mandatory legal provisions dictate otherwise, the liability

of the STIBA member does not exceed the invoice amount. 10.2 Damage, insofar as it consists of lost profit or reduced proceeds and all other indirect damage or consequential damage, such as trading loss or any damages incurred by the buyer to third parties. 11- 2001 4 compensation or penalty owed, is in no way eligible for compensation, unless otherwise stipulated by mandatory law.

10.3 Except insofar as the STIBA member is subject to any liability pursuant to section 3 of Title 3 of Book 6 of the Dutch Civil Code and insofar as the law permits, the buyer indemnifies the STIBA member against any claims from third parties alleging damage. have suffered as a result of the purchase or any act or omission of the STIBA member in the context of the performance of the agreement, unless the buyer demonstrates that the STIBA member is liable in relation to the buyer and that this damage must be paid to the buyer. reimburse.

10.4 Under penalty of forfeiture of the right to compensation, the STIBA member will be given all desired cooperation in the investigation into the cause, nature and extent of the damage for which compensation is claimed.

10.5 Article 8 of the Warranty Conditions applies mutatis mutandis.

#### 11. Dissolution

11.1 Full or partial dissolution of the agreement will subsequently take place by means of a written statement from one of the persons entitled thereto. Before the buyer sends a written dissolution statement to the STIBA member, the buyer must at all times first give the STIBA member written notice of default and allow him a reasonable period of time to properly fulfill his obligations.

11.2 The buyer is not entitled to dissolve the agreement in whole or in part or to suspend his obligations if he himself was already in default with the fulfillment of his obligations. For consumer buyers, this provision does not affect their possible right to suspend on the basis of any legal provision.

11.3 If the STIBA member agrees to dissolution, without there being any default on its part, it is entitled to compensation for all financial loss, such as costs, lost profit and reasonable costs to determine damage and liability.

11.4 In the event of partial dissolution, the buyer cannot, insofar as permitted by law, claim cancellation of services already performed by the STIBA member and the STIBA member is fully entitled to payment for the services already performed by it, without prejudice to the right of the STIBA member to undo its performance and claim damages.

#### 12. Disputes

12.1 All transactions between the STIBA member and buyer are exclusively governed by Dutch law.

12.2 All disputes arising from agreements with the STIBA member will in the first instance be submitted to the STIBA Complaints Committee. This committee decides in accordance with the STIBA Complaints Regulations.

12.3 The complaints procedure is without prejudice to the buyer's appeal to the competent court. 's Hertogenbosch, May 2002.

### **Additional Terms and Conditions of Sale and Delivery Autobedrijf de Heer BV**

1. The buyer receives a standard 3-month warranty on all used parts supplied by Autobedrijf de Heer BV, not on labor costs and not on shipping costs. This warranty only applies to parts marked by Autobedrijf de Heer BV that are exchanged with the original invoice. The standard warranty can possibly be extended at an additional cost. You will find an overview of this. More information about this can be obtained from our sales staff. If a replacement part has to be delivered by Autobedrijf de Heer BV during the warranty period, this will always be invoiced first and paid for by the buyer. Only when the part to be replaced has been returned will it be checked whether all warranty provisions have been met and whether the part is eligible for warranty. If this is the case, the overpaid amount will be credited by bank.

2. Parts delivered incorrectly by Autobedrijf de Heer BV must be delivered to Autobedrijf de Heer BV within two weeks of the invoice date in order to be eligible for exchange.

3. Electric/electronic components (such as computers, relays, control modules, heater fans, etc.) are never taken back.

4. Parts ordered incorrectly by the buyer (with the exception of electrical components) can be taken back by Autobedrijf de Heer BV in consultation, provided that the parts are in the same condition as when delivered. Our mark must be clearly present on the parts and the buyer must submit the original invoice. The buyer will then receive a credit note of the purchase amount (excluding shipping costs and deposit) minus 25% to compensate for the extra costs incurred by Autobedrijf de Heer BV.

5. A deposit is charged on a number of parts (eg engines, gearboxes, hydraulic parts, etc.). This amount is invoiced when the part is sold and must be paid by the buyer. The deposit amount will be refunded to the buyer by Autobedrijf de Heer BV as soon as the old part has been received by Autobedrijf de Heer BV in the agreed condition.

6. If a used part purchased from Autobedrijf de Heer BV is mounted in the workshop of Autobedrijf de Heer BV, the 3-month warranty also applies to the part, not to labor costs.