

1.1 These terms and conditions apply to the conclusion by AUTOBEDRIJF J. PATER EDE B.V. of agreements for the sale and/or delivery of used vehicle parts and to the execution of such agreements. The AUTOBEDRIJF J. PATER EDE B.V. Terms and Conditions of Warranty apply to these agreements for the sale and/or delivery of used vehicle parts.

1.2 If the buyer is a legal entity, partnership or limited partnership, the party acting on its behalf will be deemed to have personally committed itself as a jointly and severally liable debtor, unless AUTOBEDRIJF J. PATER EDE B.V. expressly agrees otherwise in writing.

## ARTICLE 2 PRICES

2.1 Unless otherwise stated, all amounts are exclusive of deduction or discount and inclusive of V.A.T., whether or not broken through the V.A.T. margin scheme of AUTOBEDRIJF J. PATER EDE B.V.

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

2.3 Prices quoted, of goods offered for sale and of specifications contained in general offers, such as catalogs, price lists and other printed matter are without obligation. They do not bind AUTOBEDRIJF J. PATER EDE B.V. and the buyer cannot rely on them, unless otherwise agreed or stated.

## ARTICLE 3 DELIVERY

3.1 Delivery will be ex works or warehouse. An obligation to purchase rests on the buyer.

3.2 The risk of the sold items will pass at the moment that the items are ready for delivery or shipment.

3.3 The goods sold will be delivered in the condition they are in at the time of concluding the contract.

3.4 Transport of parts by AUTOBEDRIJF J. PATER EDE B.V. will take place entirely at the expense and risk of the buyer.

## ARTICLE 4 DELIVERY TERM

4.1 Delivery times are determined by AUTOBEDRIJF J. PATER EDE B.V. in consultation and by approximation. Delivery times are never to be regarded as deadlines. The delivery period commences on the verbal and written confirmation of order.

4.2 In the event of late delivery AUTOBEDRIJF J. PATER EDE B.V. will not be liable for any damage suffered by the buyer on account of late delivery, unless the buyer has given AUTOBEDRIJF J. PATER EDE B.V. written notice of default, in which respect the buyer must allow AUTOBEDRIJF J. PATER EDE B.V. a term of at least half of the originally agreed delivery time in order to fulfil its obligations.

4.3 To the extent that the law permits this, an agreement cannot be dissolved by the buyer on account of exceeding the term, unless the term referred to 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 goods within four weeks after AUTOBEDRIJF J. PATER EDE B.V. has informed the buyer that the purchased goods are ready for collection, the agreement will be dissolved without judicial intervention, unless AUTOBEDRIJF J. PATER EDE B.V. informs the buyer in writing to demand compliance.

## ARTICLE 5 PAYMENT

5.1 Unless otherwise agreed payment will be made in cash.

5.2 In the case of purchase on invoice, payment must be received within fourteen days of the invoice date.

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

5.4 In the case of clause 3 of this article, AUTOBEDRIJF J. PATER EDE B.V. has the right to reclaim the purchased goods by means of an extrajudicial declaration within the term of article 7:44 of the Civil Code. The purchase will be dissolved by this declaration.

5.5 All costs, both judicial and extrajudicial, including those of collection agencies, bailiffs and lawyers, incurred by AUTOBEDRIJF J. PATER EDE B.V. in enforcing its rights against the Buyer will be for the account of the Buyer. The extrajudicial collection costs shall be calculated in accordance with the collection rate of the Netherlands Bar Association for collections with a minimum of €50.00.

## ARTICLE 6 RETENTION OF TITLE

6.1 As long as the buyer has not paid in full what is owed to AUTOBEDRIJF J. PATER EDE B.V. under or in connection with deliveries, goods already delivered will remain the property of AUTOBEDRIJF J. PATER EDE B.V.

6.2 The buyer will not be entitled to resupply, lend, pledge or transfer ownership of delivered goods to third parties as long as these have not been paid for.

6.3 The buyer bears the risk for unpaid goods with regard to all damages, direct and indirect, which may be caused to them by himself or any other party.

## ARTICLE 7 SHORTCOMINGS / COMPLAINTS

7.1 The Buyer shall be obliged to check deliveries carefully after performance for any shortcomings in the form of deviations from specifications and other observable defects. Detected shortcomings must be reported to Us within 8 days of discovery. This report must be made in writing and be accompanied by a description of the observed shortcoming, stating the invoice and the invoice number. In order for the guarantee to be applicable, the latest notification date shall be 3 or 6 months after the purchase in accordance with the guarantee periods referred to in clause 12.4.

7.2 The Buyer must give us the opportunity to inspect the shortcoming found. Failure to comply with the provisions of this Article shall result in the forfeiture of the Buyer's right to rely on the noted shortcoming.

7.3 To the extent permitted by law, shortcomings in the delivered goods do not give the buyer the right to terminate the agreement, unless we fail, after repeated attempts, to remove the shortcomings in an acceptable way. In that case the buyer will be entitled to dissolve the contract if and insofar as he cannot reasonably be required to maintain the contract.

7.4 Buyer must reimburse us for the costs of unfounded complaints.

7.5 An appeal to a shortcoming does not give the buyer the right to suspend his payment obligation.

7.6 The provisions of this Article 7 apply subject to the provisions of Article 12.6 of these Terms and Conditions.

## ARTICLE 8 FORCE MAJEURE

8.1 If AUTOBEDRIJF J. PATER EDE B.V. wholly or partially fails to fulfil its obligation towards the buyer, this failure cannot be attributed to AUTOBEDRIJF J. PATER EDE B.V. if AUTOBEDRIJF J. PATER EDE B.V. V. performance of the agreement is hindered or made impossible due to a - whether or not foreseeable - circumstance that is beyond the control of AUTOBEDRIJF J. PATER EDE B.V., such as, but not limited to

- Failure to perform by suppliers/transporters;
- War, riots or similar situations;
- Sabotage, boycott, strike or occupation;
- machine damage;
- theft from the warehouses;
- industrial disturbances;
- government measures;
- bad weather;

- lightning strike;

- fire.

8.2 If a situation occurs as mentioned in paragraph 1 of this article, AUTOBEDRIJF J. PATER EDE B.V. shall not be liable, to the extent permitted by law, for any damage arising therefrom for the buyer and AUTOBEDRIJF J. PATER EDE B.V. may, at its discretion, suspend the fulfilment of its obligations or terminate the agreement in whole or in part without any judicial intervention and without being liable for any compensation.

## ARTICLE 9 USE OF THE ITEM

9.1 The Buyer must use the delivered good in accordance with its nature and purpose and with due observance of all statutory user instructions and, insofar as applicable, user instructions prescribed by us.

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

9.3 Without prejudice to the provisions of article 10 and section 2 of this article, we shall never be liable for personal injury if the Buyer has acted contrary to the provisions of section 1 of this article. The Buyer must indemnify us against claims by employees or other third parties, in particular customers, if they have not taken note of the instructions for use arising from paragraph 1 of this Article.

## ARTICLE 10 LIABILITY

10.1 For damage from or in connection with deliveries for which AUTOBEDRIJF J. PATER EDE B.V. can be held legally liable, the liability of AUTOBEDRIJF J. PATER EDE B.V. will not exceed the invoice amount, insofar as mandatory provisions do not state otherwise.

10.2 Loss, insofar as consisting of lost profit or reduced revenue and all other indirect or consequential loss, such as trading loss or any compensation or penalty payable by the buyer to third parties, will in no event be eligible for compensation, except where mandatory provisions dictate otherwise.

10.3 Except in so far as AUTOBEDRIJF J. PATER EDE B.V. is subject to any liability under section 3 of Title 3 of Book 6 of the Dutch Civil Code, and to the extent permitted by law, the buyer will indemnify AUTOBEDRIJF J. PATER EDE B.V. against any claims from third parties, who claim to have suffered damage as a result of the purchased goods or any acts or omissions of AUTOBEDRIJF J. PATER EDE B.V., or any other party. PATER EDE B.V. in the framework of the execution of the agreement, unless the buyer proves that AUTOBEDRIJF J. PATER EDE B.V. is liable in relation to the buyer and must reimburse the buyer for this damage.

10.4 On penalty of forfeiture of the right to compensation, AUTOBEDRIJF J. PATER EDE B.V. will be granted all desired cooperation in the investigation of the cause, nature and extent of the damage for which compensation is claimed.

10.5 Article 8 of the Conditions of Guarantee applies accordingly.

## ARTICLE 11 DISSOLUTION

11.1 Dissolution of the agreement, in whole or in part, takes place by means of a written declaration by one of the parties entitled to do so. Before the buyer makes a written statement of dissolution to AUTOBEDRIJF J. PATER EDE B.V., the buyer will at all times first have to give AUTOBEDRIJF J. PATER EDE B.V. written notice of default and grant it a reasonable term to fulfil its obligations properly.

11.2 The buyer shall not be entitled to dissolve the agreement wholly or in part or to suspend his obligation if he was already in default of fulfilling his obligations. For consumer buyers, this provision does not affect their possible power of suspension under any legal provision.

11.3 If AUTOBEDRIJF J. PATER EDE B.V. agrees to dissolve the agreement, without any default on its part, it is entitled to compensation of all pecuniary damage such as costs, lost profits and reasonable costs in establishing damage and liability.

11.4 In the event of partial dissolution, to the extent permitted by law, the Buyer cannot claim undoing of any performance already carried out by AUTOBEDRIJF J. PATER EDE B.V. and AUTOBEDRIJF J. PATER EDE B.V. has an undiminished right to payment for the performance already carried out by it, without prejudice to the right of AUTOBEDRIJF J. PATER EDE B.V. to undo its performance and to claim compensation.

## ARTICLE 12 WARRANTIES

12.1 Dutch law applies exclusively to all transactions between AUTOBEDRIJF J. PATER EDE B.V. and the buyer.

12.2 All disputes arising from agreements with AUTOBEDRIJF J. PATER EDE B.V. will in the first instance be submitted to the Complaints Committee. This committee will decide in accordance with the complaints regulations.

12.3 The complaints procedure does not affect the appeal of the buyer to the competent court.

## WARRANTY CONDITIONS

AUTOBEDRIJF J. PATER EDE B.V.

1.1 With the exception of electronic parts, used vehicle parts that have been sold and delivered to the Buyer are eligible for the warranty.

1.2 The buyer can only derive rights from a guarantee by submitting the relevant purchase agreement or invoice and, if applicable, the relevant guarantee card. If it concerns a good provided with a trademark or registration number, the buyer can only derive rights from a warranty if, in case of a claim under this warranty, the said trademark or registration number is intact.

1.3 Claims of the buyer under a warranty are not transferable to third parties.

1.4 The warranty is granted for a period of one month from the date the item is delivered to the buyer. If within the guarantee period defects appear in the item under normal use, the buyer has the right to offer the delivered item to AUTOBEDRIJF J. PATER EDE B.V. for replacement or repair, in accordance with article 8 of the applicable General Terms and Conditions.

1.5 The transport from and to AUTOBEDRIJF J. PATER EDE B.V. of the good offered for repair or replacement is at the expense of AUTOBEDRIJF J. PATER EDE B.V. In the event of an incorrect order and/or if the good offered for repair or replacement does not qualify for guarantee on the basis of these guarantee conditions, the transport of the good from and to AUTOBEDRIJF J. PATER EDE B.V. is at the expense of the buyer.

1.6 AUTOBEDRIJF J. PATER EDE B.V. undertakes in case of fulfillment of article 4 of these Terms and Conditions of Warranty and article 8 of the General Terms and Conditions, to repair, replace the item offered for repair/replacement within a reasonable period or to proceed to cash refund of the purchase price.

1.7 The goods received by the buyer after repair/replacement are subject to these Conditions of Guarantee.

1.8 The buyer cannot claim warranty:

a. if the purchaser has provided incorrect or insufficient information with regard to the brand and type designation of the purchased item and/or the vehicle for which the part is intended;

b. if the buyer has carried out or had carried out any work on the purchased item, such as, but not limited to, repairs, modifications and dismantling

c. in the event of improper and/or unprofessional installation/use of the purchased item or use of the vehicle in which the purchased item has been installed for purposes other than those for which the vehicle is used in normal traffic (speed tests, reliability tests, excessive load in connection with the combination of passenger car and trailer or caravan, etc.)

d. if the vehicle has acted contrary to any other provision of the applicable General Terms and Conditions or Warranty Conditions, insofar as these are prescribed under penalty of forfeiture of rights.

e. Provided it is stated otherwise on the invoice, AUTOBEDRIJF J. PATER EDE B.V. gives a 3 month guarantee on engines and/or gearboxes with less than seventy five thousand kilometers.

f. guarantee on engines and/or gearboxes is only applicable if oil and/or toothed belt and/or filters have demonstrably been renewed.

g. distribution and head gasket damage are not covered by the guarantee.

h. work and/or parts related to the installation and/or guarantee of supplied parts are not at the expense of AUTOBEDRIJF J. PATER EDE B.V.

i. If the payment term is exceeded AUTOBEDRIJF J. PATER EDE B.V. will charge a monthly interest of 3% for this.

j. With complaints and/or tips you can contact the sales department, for which a questionnaire can be sent to you.

1.9 The buyer cannot derive any right to compensation of any kind from a guarantee, except insofar as AUTOBEDRIJF J. PATER EDE B.V. is obliged to do so under the applicable General Terms and Conditions.

2.0 AUTOBEDRIJF J. PATER EDE B.V. has the right to deviate from these Terms and Conditions of Warranty, if prior to the conclusion of the purchase agreement the buyer has been expressly informed of this and the deviating stipulations have been recorded between AUTOBEDRIJF J. PATER EDE B.V. and the buyer.

#### RETURN CONDITIONS

1.1 Up to 14 days after receiving an order you have the right to reflection. During this period you have the option of rescinding the contract without stating any reasons. You can terminate an agreement within 14 days after receipt of the last product on the order in writing or by telephone to AUTOBEDRIJF J. PATER EDE B.V. to make known that you want to return one or more products from the order.

1.2 Within 14 days after this telephone or written contact with AUTOBEDRIJF J. PATER EDE B.V., you must send the product(s) back to AUTOBEDRIJF J. PATER EDE B.V.. During the cooling-off period you must handle the product and packaging with care. You will only unpack the product to the extent necessary to judge whether you wish to keep the product.

1.3 If you exercise your right of withdrawal, you will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to AUTOBEDRIJF J. PATER EDE B.V.. AUTOBEDRIJF J. PATER EDE B.V. reserves the right to charge costs if the product is damaged due to use.

1.4 If shipment, on request, is made with an additional service, such as for example 'express delivery', the costs of that additional service will not be reimbursed.

1.5 Return costs are the responsibility of the buyer.

Ede, February 2019