

General terms and conditions of Autodemontagebedrijf Rijnmond B.V.

Article 1: Definitions

- 1.1 **Autodemontagebedrijf Rijnmond B.V.:** the private company with limited liability Autodemontagebedrijf Rijnmond B.V., registered in the Business Register of the Chamber of Commerce under number 24221611, with its registered office at Hoofdweg 99 K001 in Rotterdam (3067 GC).
- 1.2 **Other party:** any (legal) person who has entered into an agreement with Autodemontagebedrijf Rijnmond B.V. or wishes to enter into an agreement with Autodemontagebedrijf Rijnmond B.V.
- 1.3 **Agreement:** the (purchase) agreement or the agreement or assignment with regard to vehicles, accessories, equipment, parts and accessories thereof and related matters, to which these general terms and conditions apply.
- 1.4 **Work and services:** The work and services that Autodemontagebedrijf Rijnmond B.V. performs under the agreement or assignment for the other party, to which these general terms and conditions apply.
- 1.5 **Parties:** Autodemontagebedrijf Rijnmond B.V. and the other party.

Article 2: Applicability

- 2.1 These general terms and conditions apply to every offer, quotation, quote, and agreement or assignment between Autodemontagebedrijf Rijnmond B.V. and the other party, both existing and future. These general terms and conditions also apply in the period prior to entering into the agreement, as well as to the work and services performed by Autodemontagebedrijf Rijnmond B.V. before entering into the agreement.
- 2.2 These general terms and conditions also apply to all agreements or assignments with Autodemontagebedrijf Rijnmond B.V., whereby third parties are involved in the performance of the agreement or in the performance of the work and services.
- 2.3 At the formation of each agreement or at the actual start of the performance of work and services by Autodemontagebedrijf Rijnmond B.V. the general terms and conditions of Autodemontagebedrijf Rijnmond B.V. are exclusively applicable. Any general terms and conditions used by the other party – under whatever name – are expressly not accepted by Autodemontagebedrijf Rijnmond B.V..
Autodemontagebedrijf Rijnmond B.V. is not bound by the general terms and conditions used by the other party, unless Autodemontagebedrijf Rijnmond B.V. has explicitly accepted the general terms and conditions of the other party in writing. In case the general terms and conditions of both Autodemontagebedrijf Rijnmond B.V.

and the other party apply to the agreement or the performance of the work and services by Autodemontagebedrijf Rijnmond B.V. the general terms and conditions of Autodemontagebedrijf Rijnmond B.V. will prevail.

- 2.4 If one or more provisions of these general terms and conditions are null and void or are annulled, the other provisions of these general terms and conditions will remain fully applicable. Instead of the null and void or annulled provisions, conditions will apply that approach the purpose and purport of the original provisions as closely as possible.

Article 3: Offers and quotations

- 3.1 All offers, quotations, quotes and such of Autodemontagebedrijf Rijnmond B.V. are always without obligation, indicative and non-binding.
- 3.2 No rights can be derived from an offer, quotation, quote and such based on incorrect or incomplete information provided by the other party.
- 3.3 Offers, quotations, quotes and such only apply to the agreement or assignment described therein and not to additional and/or future agreements or assignments.

Article 4: Formation agreement

- 4.1 The agreement is concluded by the timely acceptance by the other party of an offer/quotation/quote from Autodemontagebedrijf Rijnmond B.V., by written confirmation by Autodemontagebedrijf Rijnmond B.V. of an order or an assignment from the other party or by the actual performance of a verbal agreement or the actual performance of the work and services by Autodemontagebedrijf Rijnmond B.V..
- 4.2 Contrary to the provisions of Article 6:225 paragraph 2 of the Dutch Civil Code, Autodemontagebedrijf Rijnmond B.V. is not bound by deviations that appear in the acceptance by the other party of the offer/quotation/quote from Autodemontagebedrijf Rijnmond B.V., unless these have been expressly accepted in writing by Autodemontagebedrijf Rijnmond B.V..
- 4.3 All agreements, orders and amendments thereto are entered into under the suspensive condition of approval by the management of Autodemontagebedrijf Rijnmond B.V.. This approval is deemed to have been granted by the management of Autodemontagebedrijf Rijnmond B.V., if the management of Autodemontagebedrijf Rijnmond B.V. has not notified the other party in writing within one week that an agreement or order will not be accepted.
- 4.4 Autodemontagebedrijf Rijnmond B.V. is entitled, both before and upon entering into the agreement or assignment, to demand security from the other party that the (payment) obligations under the agreement or assignment will be met, or to

demand – whether or not partial – payment in advance for the delivery of vehicles and parts or for the work and services to be performed by Autodemontagebedrijf Rijnmond B.V.

Article 5: Prices

- 5.1 All mentioned prices by Autodemontagebedrijf Rijnmond B.V. are exclusive of Value Added Tax (in Dutch BTW), other levies – whether or not imposed by the government – as well as exclusive costs to be incurred in the context of the agreement or the performance of work and services, such as costs of transport and insurance, costs of assembly, service- and inspection work and costs of making the vehicle roadworthy, unless expressly agreed otherwise in writing.
- 5.2 All prices are calculated on the basis of delivery at the location of Autodemontagebedrijf Rijnmond B.V.. In case of delivery elsewhere, the associated additional costs are at the expense of the other party.
- 5.3 If there are cost-increasing facts and circumstances, including but not exhaustive, price increases, including those of suppliers of Autodemontagebedrijf Rijnmond B.V., increases as a result of changes in wages, wage components and other employment conditions, increases in insurance premiums, premium increases for the social laws, increases in direct and indirect taxes, as well as increases in direct and indirect (external) costs or such circumstances, Autodemontagebedrijf Rijnmond B.V. is authorized to increase the agreed price, with due observance of any applicable laws and regulations or laws and regulations yet to be determined by the government.
- 5.4 In the event of such a price change the other party is not entitled to termination of the agreement.

Artikel 6: Mutations

- 6.1. Autodemontagebedrijf Rijnmond B.V. is entitled, without prior foreknowledge or knowledge of the other party, to make technically necessary changes to vehicles, accessories, parts and/or accessories sold by her or offered to her for maintenance or repair.

Article 7: Delivery

- 7.1 The vehicle or the parts will be delivered to the location of Autodemontagebedrijf Rijnmond B.V., unless the parties have expressly agreed otherwise in writing. The purchasing counterparty has an obligation to purchase and the selling counterparty has an obligation to deliver. Sold cars and parts will be delivered immediately “as is” in the state in which they are when the agreement is concluded.
- 7.2 Any possibly mentioned delivery time or term is only indicative and can therefore not be regarded as fatal.

- 7.3 In the event of late pick-up and delivery, the other party will only be entitled to exercise its rights under the law, after Autodemontagebedrijf Rijnmond B.V. has been given written notice of default and fulfilment has not occurred within the reasonable term set by the other party of at least one month.
- 7.4 If data must be provided by the other party for the execution of the agreement or order, then the execution and/or delivery time of terms only starts after Autodemontagebedrijf Rijnmond B.V. received this information.
- 7.5 If the vehicle or the parts are not picked up within two days from the time that Autodemontagebedrijf Rijnmond B.V. has informed the other party that it is ready, the vehicle or the parts will in any case be at the expense and risk of the other party from that moment on. In that case Autodemontagebedrijf Rijnmond B.V. is furthermore entitled to charge the other party market-based storage costs.

Article 8: Purchase

- 8.1 An offer made by Autodemontagebedrijf Rijnmond B.V. to buy a vehicle and/or parts only applies for a period of twenty-four hours, unless the parties have expressly agreed otherwise in writing.
- 8.2 Only after the actual delivery to Autodemontagebedrijf Rijnmond B.V. of a vehicle or parts purchased by Autodemontagebedrijf Rijnmond B.V. the ownership thereof passes to Autodemontagebedrijf Rijnmond B.V.. Until that time, the purchased car or parts will be at the expense and risk of the other party and all costs will be at the expense of the other party. This also includes the costs of maintenance and any damage, regardless of the cause, including damage resulting from the other party not being able to provide a Vehicle Registration Certificate (in Dutch: kentekenbewijs).

Article 9: Billing and Payment

- 9.1 Unless expressly agreed otherwise in writing, payment of the total amount owed by the other party must take place, without any discount, set-off or suspension, upon delivery or collection of the vehicle or parts.
- 9.2 If payment is agreed at a later time than when the vehicle or parts are delivered or collected, the other party must pay invoices no later than fourteen days after the invoice date, without any discount, set-off or suspension. Autodemontagebedrijf Rijnmond B.V. is in that case also entitled to demand that at least the half of the invoice amount or an advance will be paid by the other party, before the vehicle or the parts are delivered.
- 9.3 If payment is not made within these terms, the other party will be automatically in default. In that case, the other party, without further notice or notice of default, owes the statutory (commercial) interest on the (invoice) amount due, to be calculated from the due date of the invoice, without further notice or notice of default. The other party will then also owe all reasonable extrajudicial, legal and court costs, that Autodemontagebedrijf Rijnmond B.V. must therefore incur.

Autodemontagebedrijf Rijnmond B.V. will be allowed to charge at least 15% of the amount to be claimed as extrajudicial costs, if payment is made after the (agreed) payment term by the other party; if the actual costs of the extrajudicial measures are higher, the other party will pay this higher amount to Autodemontagebedrijf Rijnmond B.V.. Legal and court costs are understood to mean all costs that Autodemontagebedrijf Rijnmond B.V. will be due to third parties, in particular to collection agencies, bailiffs, lawyers and solicitors. The costs of collection agencies, bailiffs, lawyers and solicitors in any case include the fee/salary, disbursements, office costs and file costs, to the amounts that will be charged to Autodemontagebedrijf Rijnmond B.V., even in case that the fee relates to legal assistance in court. The parties expressly exclude the applicability of Article 239 of the Dutch Code of Civil Procedure. If the other party does not meet its (payment) obligations in time and in full, Autodemontagebedrijf Rijnmond B.V. has the right to suspend its obligations, until the other party has fully fulfilled its obligations, without prejudice to the other rights of Autodemontagebedrijf Rijnmond B.V. towards the other party.

- 9.4 Payments made by the other party first serve to pay the statutory (commercial) interest owed and then to pay the extrajudicial, judicial and court costs incurred by the claim. After that, payments will be deducted from the oldest invoice or invoices, even if the other party states that the payment relates to a later invoice.
- 9.5 If invoices from Autodemontagebedrijf Rijnmond B.V. are repeatedly paid late, Autodemontagebedrijf Rijnmond B.V. has the right to demand, in deviation from the agreed payment terms, an advance payment.
- 9.6 Any objections to (the amount of) an invoice must be submitted in writing and specified by the other party to Autodemontagebedrijf Rijnmond B.V. within one week, failing which the other party is deemed to have agreed to the invoice.
- 9.7 Objections to (the amount of) an invoice does not suspend the other party's payment obligations.

Article 10: Retention of title and lien

- 10.1 Delivered vehicles, including accessories, equipment and/or parts thereof, as well as delivered parts, remain the property of Autodemontagebedrijf Rijnmond B.V., until the other party has paid in full all claims that Autodemontagebedrijf Rijnmond B.V. has and will receive from the other party, including claims for compensation, statutory (commercial) interest and extrajudicial, legal and court costs.
- 10.2 As long as ownership of the vehicle or the parts has not been transferred to the other party, the other party is prohibited from (technically) changing, selling, pledging or otherwise encumbering the vehicle or the parts, or having them serve as security for claims of third parties, to rent out or in any way to allow third parties to use them or to grant third parties any other right thereto or to use them for a purpose other than for which the vehicle or the parts are intended. Furthermore, the other party is

obliged to insure the vehicle or the parts at its own expense and to have them maintained.

- 10.3 As holder of the vehicle or the parts, the other party bears the risk of them being damaged or missing and is fully liable for all damage related to the possession and use of the vehicle or the parts and indemnifies Autodemontagebedrijf Rijnmond B.V. for all third-party claims in this regard.
- 10.4 Autodemontagebedrijf Rijnmond B.V. is authorized to exercise lien on everything it has in its possession for or on behalf of the other party, until the other party has paid in full all claims that Autodemontagebedrijf Rijnmond B.V. has and will receive from the other party, including claims for compensation, statutory (commercial) interest and extrajudicial, legal and court costs.

Article 11: Suspension and termination

- 11.1 Autodemontagebedrijf Rijnmond B.V. is authorized to suspend the fulfilment of its obligations if the other party fails to fulfil its obligations under the agreement or under these general terms and conditions, or fails to do so on time or in full, or after the conclusion of the agreement or order Autodemontagebedrijf Rijnmond B.V. get knowledge of circumstances that give good grounds to fear that the other party will not fulfil its obligations.
- 11.2 The parties may terminate the agreement if the other party – after a reasonable term set in a written notice of default has expired – fails to fulfil one or more obligations under the agreement or assignment. The parties can terminate the agreement with immediate effect in the event of the death, bankruptcy or suspension of payments of the other party, or in the event that the Dutch Debt Rescheduling Natural Persons Act is applied to the other party. Furthermore, Autodemontagebedrijf Rijnmond B.V. is entitled to terminate the agreement, if circumstances arise of such a nature that fulfilment of the agreement is impossible or unaltered maintenance thereof cannot reasonably be expected of it or, after the agreement has been concluded, Autodemontagebedrijf Rijnmond B.V. get knowledge of circumstances that give good grounds to fear that the other party will not fulfil its obligations. The legal consequences of termination are limited to release for the future. No restitutionary obligations arise and Autodemontagebedrijf Rijnmond B.V. is not obliged to pay compensation.
- 11.3 If the other party has failed to fulfil its obligations, the other party is obliged to compensate the damage suffered by Autodemontagebedrijf Rijnmond B.V. as a result of the suspension or termination of the agreement.
- 11.4 If Autodemontagebedrijf Rijnmond B.V. terminates the agreement on the basis of this article, all claims against the other party are immediately due and payable.

Artikel 12: Force majeure

- 12.1** In these general terms and conditions force majeure means all circumstances, foreseen or unforeseen, which cannot be attributed on a reasonable basis to Autodemontagebedrijf Rijnmond B.V. and as a result of which Autodemontagebedrijf Rijnmond B.V. is unable to fulfil its obligations in whole or in part. This includes in any case terrorism, malicious contamination, as well as measures taken by the government and/or by third parties to avert the imminent danger of terrorism and/or malicious contamination, or – if this danger has materialized – to limit the consequences thereof. This also includes strikes within the company of Autodemontagebedrijf Rijnmond B.V., strikes elsewhere, insofar as Autodemontagebedrijf Rijnmond B.V. is limited in its services as a result, the non-fulfilment by suppliers of Autodemontagebedrijf Rijnmond B.V. to their obligations, extreme weather and traffic conditions, business and/or technical (computer) failures, flooding, acts of war, fire, state of war, state of siege, rebellion, revolution, military or other seizures of power and plunder in connection with these circumstances, mobilization or military call of comparable magnitude, epidemics and pandemics and furthermore all that in law and jurisprudence is understood under force majeure, as all external causes, foreseen or unforeseen, to which Autodemontagebedrijf Rijnmond B.V. cannot exert any influence, but as a result of which Autodemontagebedrijf Rijnmond B.V. is unable to fulfil its obligations.
- 12.2** In case of force majeure, Autodemontagebedrijf Rijnmond B.V. is entitled, without judicial intervention, either to suspend the execution of the agreement or the performance of work and services for a period not exceeding one month, or to terminate the agreement, without any obligation to pay compensation arising for Autodemontagebedrijf Rijnmond B.V.. Autodemontagebedrijf Rijnmond B.V. also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs during the execution of the agreement or assignment. If Autodemontagebedrijf Rijnmond B.V. invokes force majeure, the other party only has the right to terminate the agreement after one month.
- 12.3** If Autodemontagebedrijf Rijnmond B.V. has already partially fulfilled its obligations when force majeure occurs or can only partially fulfil its obligations, Autodemontagebedrijf Rijnmond B.V. is entitled to invoice separately for the already performed or executable part. The other party is obliged to pay this invoice as if it were a separate agreement or assignment.

Article 13: Limitation period

- 13.1 For all claims against Autodemontagebedrijf Rijnmond B.V. and the by Autodemontagebedrijf Rijnmond B.V. (possibly) engaged third parties applies, contrary to the statutory limitation periods, a limitation period of one year.

Article 14: Complaints

- 14.1 The other party will report a breach of contract of Autodemontagebedrijf Rijnmond B.V. in writing and specified within eight days after discovery thereof, under penalty of waiver and release of all claims. If Autodemontagebedrijf Rijnmond B.V. considers the complaint to be well founded, it will remedy the breach of contract. If remedying is not possible, Autodemontagebedrijf Rijnmond B.V. will attempt to find an adequate solution in consultation with the other party.
- 14.2 Submitting a – well-founded or otherwise – complaint does not suspend the other party's payment obligations.

Article 15: Liability

- 15.1 Autodemontagebedrijf Rijnmond B.V. is only liable for direct damage, which is the result of – to be proven by the other party – gross negligence and/or intent on the part of employees and/or agents of Autodemontagebedrijf Rijnmond B.V. and only insofar as this liability is covered by the liability insurance of Autodemontagebedrijf Rijnmond B.V., multiplied with the deductible insurance. If and insofar as no payment is made under the aforementioned insurance for any reason whatsoever, any liability is limited to the amount of the sales price agreed with the other party or the invoice amount, with a maximum of € 10.000,-.
- 15.2 Entering the site and the workplace of Autodemontagebedrijf Rijnmond B.V. by the other party, its employees and/or agents, take place entirely at their own risk, under the strict condition that all house rules are observed before entering. Liability for damage to persons and property, however caused, as a result of the presence on the site and the workplace of Autodemontagebedrijf Rijnmond B.V. is expressly excluded. The other party must report to the counter before entering the site and strictly follow the house rules at the time of the visit. The other party must use the accessible paths on the site and the workplace.
- 15.3 Autodemontagebedrijf Rijnmond B.V. must be given the opportunity by the other party, if and insofar as possible, to undo damage suffered by the other party, for which Autodemontagebedrijf Rijnmond B.V. is liable. Autodemontagebedrijf Rijnmond B.V. is not obliged to pay for repairs and repairs, carried out by a third party without consultation and express prior written approval from Autodemontagebedrijf Rijnmond B.V..

- 15.4 Autodemontagebedrijf Rijnmond B.V. is not liable in case of force majeure, as referred to in article 12 of these general terms and conditions.
- 15.5 Liability of Autodemontagebedrijf Rijnmond B.V. for personal injury, indirect damage and/or consequential damage, including but not exhaustive, in any case loss of profit, lost turnover, lost savings and damage due to business interruption, is excluded.
- 15.6 Autodemontagebedrijf Rijnmond B.V. is not liable for damage that is unavoidable with the correct execution of the work and services or that is the result of the urgency required by the circumstances. Articles 6:198 to 6:202 of the Dutch Civil Code with regard to unauthorized agency continue to apply in full.
- 15.7 Autodemontagebedrijf Rijnmond B.V. is in no way liable for the consequences of incorrect information provided by or on behalf of the other party.
- 15.8 The other party indemnifies Autodemontagebedrijf Rijnmond B.V. for claims for whatever reason from third parties, who claim to have suffered damage as a result of the performance of the agreement or of the performance of work and services by Autodemontagebedrijf Rijnmond B.V..
- 15.9 Under penalty of waiver and release of all claims, including the right to compensation, the other party grants Autodemontagebedrijf Rijnmond B.V. all desired cooperation in the investigation into the cause, nature and extent of any damage resulting from the performance of the agreement or as a result of the performance of work and services by Autodemontagebedrijf Rijnmond B.V..

Article 16: Personal data

- 16.1 In the context of the business operations of Autodemontagebedrijf Rijnmond B.V. personal data of the other party are processed. This includes contact details, such as name and address details, telephone numbers, email addresses and further license plates, chassis numbers, registrations at the RDW and the like.
- 16.2 This personal data is treated confidentially by Autodemontagebedrijf Rijnmond B.V. and used exclusively in the context of the execution of the (purchase) agreement or order to perform maintenance, repairs and other services and when providing service.

Article 17: Applicable law and choice of forum

- 17.1 To all agreements, assignments, offers, quotations, quotes and the like of Autodemontagebedrijf Rijnmond B.V. only Dutch law applies.
- 17.2 Disputes arising from agreements or assignments to which these general terms and conditions apply or are related thereto, will be settled exclusively by the competent court in the district, where Autodemontagebedrijf Rijnmond B.V. is established. A dispute exists if one of the parties declares that this is the case.