

Terms of delivery and payment Engine overhaul company Postma, Balk (Filed at the Chamber of Commerce in Leeuwarden under number: 01051656)

These general terms and conditions are intended for agreements relating to purchase and the performance of work, concluded between Motorenrevisiebedrijf Postma and buyers/clients acting in the exercise of a profession or business.

Article 1 - Definitions

In these terms and conditions the following definitions apply: Engine overhaul company Postma: the offerer/supplier who sells/delivers goods and/or performs work or has work performed for the benefit of the buyer/client. It is further referred to as "POSTMA", "we", "us" or "our". Buyer: the person who, acting in the exercise of a profession or business, purchases goods from POSTMA. Client: the person who, acting in the exercise of a profession or business, instructs POSTMA to perform work or have it performed. 'Goods' include: (vital parts/loose components of) exchange engines/completely overhauled engines and/or (vital parts/loose components of) exchange technical components/completely overhauled technical components, belonging to vehicles, vessels or stationary installations. In this case, an exchange engine is a completely overhauled and finished engine, with or without appendages, but at least equipped with cylinder head(s), valve cover(s), distribution cover and under crankcase. A completely overhauled engine is such a completely overhauled and finished engine, where the overhaul has been carried out on an individual order. An exchange technical component is a completely overhauled and assembled technical component (for example an electronic powertrain component, a steering box, a transmission system, etc.). A completely overhauled technical component is hereby regarded as a completely overhauled and finished technical component, where the overhaul has been carried out on an individual order. Partial overhaul/loose component overhaul applies to activities in which only a part or separate components from the case have been overhauled on an individual order.

Article 2 - General

1. These terms and conditions apply to all offers and to every purchase and/or purchase agreement the performance of work by POSTMA towards the buyer/client (whether or not a legal person or natural person), who acts in the exercise of a profession or business. The applicability of general terms and conditions of the buyer/client is hereby expressly rejected.
2. The parties to these terms and conditions are always referred to as Motorenrevisiebedrijf Postma (or "POSTMA", "we", "us" or "our") and the buyer/client on the other hand.
3. Deviations from these terms and conditions must be expressly agreed in writing.
Agreed deviations do not affect the validity of the other conditions and never apply to more than one transaction.
4. POSTMA has the right to change these conditions at any time.

Article 3 - Realization of the agreement

1. All offers and quotations in any way and by anyone from POSTMA and/or anywhere are always indicative and are made on the basis of the prices and specifications applicable at the time of concluding the agreement. If the indicative agreed price is or threatens to be exceeded by more than 20%, POSTMA will contact the client to discuss the additional costs. In that case, the client is entitled to terminate the agreement under

compensation from POSTMA for the work already performed by us. Images, drawings, specifications of capacities and further descriptions are as accurate as possible, but are not strictly binding for POSTMA. Minor deviations are permissible, while in the event of interim model changes, POSTMA is entitled, without prior knowledge or knowledge of the buyer/client, to make technically necessary changes to goods sold by him and/or offered to him for the performance of work.

Affairs.

2. Verbal promises or agreements made or made by or on behalf of POSTMA are only binding if and insofar as they have been confirmed in writing.

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

Article 4 - Prices

1. Prices are calculated for delivery at POSTMA's place of business. Upon delivery elsewhere on request the additional costs associated with this are for the account of the buyer/client.

2. All prices are in euros and are exclusive of packaging costs, sales tax and other charges sale and delivery covered by government charges. If assembly of the item to be delivered has been agreed by POSTMA, the price is calculated including the agreed assembly operations and the operational delivery of the item at the place stated in the offer, but excluding packaging costs, sales tax and other government charges applicable to sales and delivery.

3. In the event of an increase in prices, including those of importers and suppliers of POSTMA, and in the event of changes in wages, taxes, social security charges, other terms of employment, exchange rates or similar circumstances occurring after the conclusion of the agreement between the parties, POSTMA is entitled to increase the agreed price in accordance with the aforementioned increase. A price change is never a ground for dissolution of the agreement.

Article 5 - Delivery (of exchange goods)

1. Goods are delivered at the location of POSTMA, unless the parties have expressly agreed in writing on a different place of delivery. If transport of goods is agreed, the method of transport is determined by POSTMA. Goods always travel at the risk of the buyer/client, regardless of whether or not the transport takes place free of charge and regardless of whether this takes place from or to POSTMA.

Insurance can take place at the request and expense of the buyer/client. Provisions included in the conditions of carriers of products cannot detract from the provisions of this paragraph.

2. If the buyer/customer refuses to accept the goods offered to him by POSTMA within three days of the time that the buyer/customer has been informed that they are ready for delivery, all resulting costs (including freight and storage costs in accordance with the in POSTMA or locally applicable rate) at the expense of the buyer/client. From that moment on, the goods will also be at the expense and risk of the buyer/client.

3. The risk of POSTMA for the performance of work or otherwise under its management goods remain with the buyer/client, barring intent or gross negligence on the part of POSTMA.

4. Delivery of barter items

- a. The exchange goods sold by POSTMA to the buyer/client are packaged in a standardized manner. The packaging is given on loan to the buyer/client. Packaging remains the property of POSTMA. The buyer/client must return the packaging to POSTMA undamaged. A deposit is charged on packaging materials, unless agreed otherwise. If the buyer has not returned the packaging materials within 6 months after purchasing the exchange item, POSTMA is no longer obliged to return the packaging/deposit money. This does not affect the obligation of the buyer/client to return the packaging.
 - b. When purchasing an exchange item, the buyer/client will be charged a deposit, unless agreed otherwise. If the buyer/client has not returned the old good to be traded in within 6 months after purchasing the traded good and/or has not returned it in an assembled condition and/or has not returned it securely/not completely packed with coolant, oil-free, POSTMA is no longer obliged to return the deposit charged to the buyer/client. This does not affect the obligation of the buyer/client to return the old item.
 - c. The deposit charged is only a symbolic amount. In those cases where the actual value of the old case is higher than the deposit, a subsequent calculation can take place.
 - d. Exchange cases are only sold against surrender of the old case. The old case serves must be the same make, type and composition and must not be broken, cracked, welded or otherwise damaged or incomplete. The vital parts (in the case of an engine, these are the block, head, crankshaft and camshaft) must be able to be overhauled in a normal manner. If the returned item does not meet the requirements, the higher costs will be borne by the buyer/client and a charge will be made after calculation.
 - e. Exchange cases can be supplied with a different oil sump and/or valve cover. In those cases, the buyer/client must transfer the relevant parts from the old item at its own expense, after thorough inspection and cleaning.
 - f. POSTMA reserves the right to adapt exchange items to its own specifications, if this is a has a positive influence on the quality of the exchange case. An example of this may be that in a number of cases we do not supply engines with balance shafts.
 - g. For environmental and safety reasons, the buyer/client must pack the old goods to be returned safely and completely free of coolant and oil, at its own expense. The buyer/client is liable for all damage suffered by POSTMA and/or third parties resulting from the incorrect delivery of the old goods to be returned. The buyer/client indemnifies POSTMA in this respect.
 - h. Sale with purchase If, when a new item is sold against the purchase of a used item, the buyer continues to use the old item pending delivery of the new item, the latter item will only become the property of POSTMA after its actual delivery to POSTMA has taken place. As long as the buyer continues to use the item, this will be entirely at his expense and risk.
5. Delivery by us always takes place "ex workshop POSTMA" (Balk, the Netherlands) (EXW) and according to the most recent version of the ICC Incoterms.

Article 6 - Delivery time

1. The delivery time is the date of delivery of goods or of the work performed, such as stated in the agreement concluded by the parties, or as sooner or later as the parties have further agreed. Early delivery is allowed at any time.
2. If no date of delivery has been agreed, POSTMA will notify the buyer/client in a timely manner notify in writing in advance when the goods will be ready for the buyer/client at POSTMA's place of business, or when they will be delivered at the agreed location.

3. Delivery times, whether or not expressly stated, are only approximate and are never considered strict deadline. Non-timely delivery by POSTMA can therefore never constitute a valid reason for the buyer/client to dissolve the agreement with POSTMA, unless there is an expressly agreed delivery term and this term has been exceeded by more than 60%. Even after the expiry of this extended period, POSTMA must first be given written notice of default by the buyer/client, whereby POSTMA is given a period of at least one month for compliance, before POSTMA can be in default in this respect. However, the buyer/client can, if he does not wish to exercise his right of dissolution under this article or if he has no right to dissolution, cancel the purchase agreement -only in writing- if the delivery time is exceeded. If the delivery time is exceeded by a period of up to and including four weeks, the buyer/client can cancel, provided that he or she pays POSTMA an amount of 10% of the purchase price of the canceled item within five working days after the date of the cancellation, or under obligation to pay the fee for the work already performed. If the buyer/client has not paid this fee after five working days, POSTMA can notify the buyer/client in writing that it requires compliance with the concluded agreement. In that case, the buyer/client can no longer invoke the cancellation.

Article 7 - Replaced materials or goods

Replaced materials or items will only be made available to the buyer/client if this has been expressly requested in the repair order. In the other case, these materials become the property of POSTMA, without the buyer/client being able to claim any compensation in this respect.

Article 8 - Payment

1. Unless the parties have expressly agreed otherwise in writing, payment of the total agreed price without setoff, deduction or suspension by the other party before delivery, or in cash upon delivery. Delivery also includes the performance of work.
2. In the case of purchases or orders on account, payment must be received no later than fourteen days after the invoice date into a bank account to be determined by POSTMA, without any discount or appeal to set-off or suspension.
3. The buyer/client must, at the first request, to which POSTMA is entitled at all times, provide a to make an advance payment or down payment, or to provide security required by the seller/mechanic for the proper fulfillment of its obligations in a manner to be determined by POSTMA.
4. If the buyer/client has not paid the total agreed price or has not paid it on time, he will be in default without notice of default. Without prejudice to POSTMA's further rights, POSTMA is in such a case entitled to charge the statutory interest for commercial transactions on the overdue amount, increased by 2% on an annual basis, per day from the relevant due date. This increase in the amount due is regarded as a condition under which we have granted a postponement of payment, without the obligation to pay per the agreed time lapses.
5. If POSTMA is forced to hand over a claim for collection, apart from further claims for compensation accruing to it, all costs included therein, both judicial and extrajudicial, the latter amounting to at least 15% of the overdue amount with a minimum of € 114.00, at the expense of the other party.

6. The debts of the clients or buyers to POSTMA are regarded as delivery debts.
7. Payment by the client or buyer must be made in "Euros", unless expressly stated otherwise agreed.

Article 9 - Termination

1. If the buyer/client, after having been given written notice of default, remains negligent for 14 days continues to fulfill its obligations towards POSTMA, the agreement will be dissolved by operation of law without judicial intervention, unless POSTMA requires performance of the agreement. The foregoing applies without prejudice to the provisions of Article 8 paragraph 4 of these terms and conditions.
2. If the buyer/client has failed imputably in the fulfillment of his obligations towards POSTMA and the agreement is therefore dissolved, the buyer/client forfeits an immediately due and payable penalty of 15% of the agreed sum to POSTMA without notice of default or judicial intervention being required. This is without prejudice to POSTMA's right to demand full compensation and reimbursement of costs of recovery (including the costs as stated in Article 8 paragraph 4) instead. 3.

If POSTMA requires compliance with the agreement pursuant to paragraph 1, the buyer/client after the period of 14 days referred to in paragraph 1 has expired, an immediately due and payable penalty of 3‰ of the agreed purchase price will be payable to POSTMA for each day that has elapsed since then until the day of performance. This is without prejudice to POSTMA's right to demand full compensation and reimbursement of costs of recovery (including the costs as stated in Article 8 paragraph 4) instead.

4. Without prejudice to the provisions of this article, POSTMA is authorized without notice of default or judicial intervention and without prejudice to other rights accruing to it, to dissolve or suspend the agreement in whole or in part with immediate effect, if the buyer/client dies, applies for suspension of payment or declares bankruptcy or if his bankruptcy is or has been applied for or has been pronounced. In these cases, any claim of POSTMA against the buyer/client is immediately due and payable in full, without POSTMA being obliged to pay compensation and/or guarantee. In all cases in which the buyer/client becomes aware of facts and/or circumstances that give him good grounds to fear that he will not (be able to) fulfill his obligations towards POSTMA, he is obliged to inform POSTMA of this immediately.

Article 10 - Force majeure

1. In the event that the performance of an agreement becomes difficult or impossible for POSTMA as a result of force majeure, it is entitled to dissolve the agreement, insofar as it has not yet been performed, by means of a written statement, notifying the buyer/client of the circumstances which make further implementation difficult or impossible.
2. Force majeure within the meaning of these conditions includes, therefore not exhaustive, means: - war or a similar situation, riot, sabotage; - fire, lightning strike, explosion, release of hazardous substances or gases; - failure in the power supply, factory or business failure of any kind; - boycott, occupation, blockade insofar as carried out by persons other than employees employed by POSTMA; - transport restrictions, frost delays, import and export bans; - non-attributable failure(s) of third parties engaged by POSTMA for the purpose of executing the agreement; - all obstacles caused by government measures; - epidemics; - theft, embezzlement or damage to goods from the warehouse, workshop or other POSTMA business premises, or during transport; - as well as any (other) circumstance that hinders the normal course of business of POSTMA, as a result of which the fulfillment of the

agreement cannot reasonably be expected of POSTMA. The provisions of this paragraph also apply if these circumstances concern suppliers of POSTMA and other third parties engaged by it.

3. If a force majeure situation occurs on the part of POSTMA, it shall inform the buyer/client of this as soon as possible, stating whether delivery is still possible and, if so, within what period.

4. If delivery has not become permanently impossible as a result of force majeure, but cannot yet take place within a period of 3 months after the agreed delivery date, both parties are entitled to dissolve the agreement by notifying the other party in writing, without the one party is entitled to damages against the other party. Such notification must be made within 1 week after the (receipt of the) notification as referred to in paragraph 3 above.

Article 11 - Retention of title

1. POSTMA retains ownership of all goods delivered by it to the buyer/client until the purchase price for all these goods has been paid in full. If, in the context of the sale, POSTMA has performed work for the benefit of the buyer/client that is to be reimbursed by the latter, the aforementioned retention of title applies until the buyer/client has also paid its related claim in full. The retention of title also applies to claims that POSTMA may acquire against the buyer/client due to service failure in one or more of its obligations towards POSTMA. However, the transfer of the risks will in all circumstances be transferred to the buyer/client as soon as the item or items have been delivered by POSTMA to the buyer/client.

2. As long as ownership of the item has not passed to the buyer/client, the buyer/client is obliged to take out any legally prescribed insurance with regard to the use of the item, as well as insurance against full or partial loss (hull cover). The buyer/client is furthermore obliged to have the delivered good maintained at his expense.

3. POSTMA shall not be obliged to indemnify the buyer/client in any way against his liability as holder of the item. On the other hand, the buyer/client indemnifies POSTMA against claims that third parties may have against POSTMA and which can be related to the retention of title.

4. The ownership of the delivered goods is reserved by POSTMA, as a guarantee for all obligations from the buyer/client and/or its subsidiaries to POSTMA until the buyer/client has fulfilled all its obligations.

5. If goods that are still the property of POSTMA but are co-owned by one/several suppliers because adjustments/processes have already been carried out, they will remain the joint property of the relevant suppliers, to the exclusion of customers/buyers. The ratio of property rights is divided in proportion to the delivered invoice value per supplier to the total invoice value of the joint suppliers.

6. The buyer/client immediately rejects all claims resulting from sales of POSTMA reserved goods on current and future deliveries of goods with all additional rights, to POSTMA to secure retention of title for POSTMA.

7. If a good delivered by POSTMA, of which POSTMA has a retention of title, is imported into another Member State of the European Union, the law of that Member State shall govern the retention of title, if that law contains more favorable provisions for POSTMA in this regard.

8. As long as there is a retention of title on the goods delivered by POSTMA, the other party may use them not encumber him outside his normal business operations; more specifically, the other party is not allowed to encumber the goods in the context of any financing in the aforementioned circumstances.
9. The other party must immediately notify POSTMA of claims or attempts to do so to obtain control over matters in which POSTMA may claim sole or co-ownership rights.
10. The other party already now grants POSTMA the right to place all those places in appropriate cases enter where POSTMA's property is located in order to exercise its proprietary rights.
11. The other party is obliged to store the goods of POSTMA with due care, separately and as clearly recognizable property of POSTMA.
12. The other party has the obligation to ensure that the goods of POSTMA, among other things not be mixed with other items for the purposes of quality assurance criteria and traceability of goods in the production chain. In the event of mixing, POSTMA is presumed to be co-owner of the mixed stock of goods, such for the invoice value of the goods originally delivered by POSTMA.
13. In the event of processing or processing of the goods by or on behalf of or at the other party, this will be deemed to have been done (partly) on the instructions of POSTMA and POSTMA will acquire the co-ownership right in the newly created goods, such for the invoice value of the goods originally delivered by POSTMA.
14. If POSTMA cannot invoke its (co-)ownership rights because the goods are mixed, processed or checked, the other party is obliged to pledge the newly created goods to POSTMA at the first request. 15.

POSTMA is then also entitled to return the goods to which it has a retention of title when circumstances arise from which POSTMA can reasonably deduce that there is a risk that the goods will not be paid (on time), even if the payment is not yet due and payable.

Article 12 - Right of retention

In the event of repairs, POSTMA can exercise the right of retention on the item if and for as long as: - the client does not or not fully pay the costs of the work on the item; - the client does not or not fully pay the costs of previous work performed by POSTMA on the same item; - the client does not or does not fully pay other claims (including compensation for damage, interest and costs) arising from the contractual relationship with POSTMA.

Article 13 - Liability

1. POSTMA is only liable towards the buyer/client for damage that is foreseeable and is a direct result of an attributable shortcoming on the part of POSTMA in the performance of its obligations under the agreement between it and the buyer/client. Any form of consequential or indirect damage is excluded from compensation. This includes, among other things: 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 connection with costs for towing or replacement transport or rental and lease costs, damage due to extra transport costs, damage to (goods of) third parties, cargo damage, damage due to infringement of patents, licenses or other rights of third parties as a result of the use of data provided by or on behalf of the buyer/client, or damage or loss, for whatever reason, of raw materials, semi-finished products, models, tools and other items made available by the buyer/client, as well as personal or immaterial damage.

2. Insofar as POSTMA is obliged to compensate damage pursuant to the provisions of paragraph 1 above, this only concerns damage against which it is insured, or at least should reasonably have been insured, on the understanding that never a higher than the maximum insured or reasonably to be insured. insured amount is eligible for reimbursement. The purpose of the provisions here is to establish a damage ceiling.
3. With regard to the condition of the work and/or goods delivered by POSTMA, its liability towards the buyer/client does not extend further than described in the warranty conditions, as stipulated in article 14. The buyer/client is not entitled to the rights that the law confers on the buyer/client who is not acting in the exercise of a profession or business, such as the right under Book 7 of the Dutch Civil Code that the good is delivered to responds to the agreement.
4. Any other claim for compensation, for whatever reason, is excluded.
5. The buyer/client indemnifies POSTMA against all claims from third parties, unless POSTMA is liable.
6. Our liability is limited to deliveries of goods within mainland Europe. Any claim for compensation in connection with a (onward) delivery to a non-European country or an overseas territory of a European country is excluded.

Article 14 - Guarantee

1. For deliveries of new goods (including parts and materials), those guarantees apply if and insofar as they are provided by the manufacturer, importer or supplier.
2. Work performed by a third party on behalf of POSTMA is not the responsibility of any other party warranty other than that obtained by POSTMA from such third party.
3. POSTMA guarantees (within the European Economic Area) from the date of delivery of the item or from the date of delivery of the completed work: - an exchange item delivered by it for a stationary installation (including exchange engine, exchange technical component) and/or a (for such an installation) completely overhauled case (including engine, technical component):
 - **during a period of 12 months** after the invoice date **up to 25,000** kilometers covered this 12 month period,
 - **during a period of 6 months** after the invoice date from **25,000 to 75,000** kilometers within this 6-month period,
 - **during a period of 3 months** after the invoice date **from 75,000** kilometers traveled kilometers within this 3-month period.
4. Unless agreed otherwise in writing with the buyer/client prior to the agreement, warranty is only provided to the buyer/client and does not apply to subsequent successors in title. Third parties, in whatever capacity, are under no circumstances entitled to invoke these warranty provisions.
 - a. The guarantee with regard to an exchange item means that POSTMA will remedy the shortcomings found within this period.
 - b. With regard to a completely overhauled item, the warranty covers it again carrying out incorrectly performed operations as well as the replacement of parts supplied in this respect that become defective during the warranty period.

- c. Repair and/or replacement of cylinder blocks, cylinder heads, fuel pumps and crankshafts not performed or supplied by or under the responsibility of POSTMA is not covered by the warranty, unless defects are due to incorrect operations performed by POSTMA.
- d. With regard to a delivered exchange case or completely overhauled case built into a automotive, and thus excluding all other applications, such as industrial or maritime applications, the warranty costs payable can be increased up to one year after the invoice date by a fee for the necessary removal and installation of the item, calculated at flat **rate times and the actual hourly rate** of POSTMA. Parts replaced under warranty become the property of POSTMA. e. The guarantee obligation lapses if the buyer/client does not or has not fulfilled its payment obligations punctually. The buyer/client is not entitled to refuse payment on the grounds that POSTMA has not yet or not fully and/or would have fulfilled its warranty obligations.

- f. The claims under guarantees also lapse if third parties have carried out work related to the work performed by POSTMA without written permission (issued after a quotation announced in advance by the buyer/client) from POSTMA.

work in respect of which the warranty is invoked. However, the guarantee does apply to the buyer/client if the need for immediate repair has arisen elsewhere and this can be demonstrated by the buyer/client on the basis of the information provided by the other contractor and/or on the basis of the broken parts. If repairs take place in the Netherlands, the third party contractor must also be a member of BOVAG.

Reimbursement of the costs of repair takes place on the basis of the price level as applicable in the guarantee-providing remanufacturing company. This compensation will never exceed the actual costs incurred.

- g. Excluded from the warranty are: - defects in materials or parts prescribed or made available by the buyer/client; - defects that are the result of designs, drawings, constructions or working methods made available by the buyer/client, or advice given by the buyer/client; - defects in built-in electronic components; - defects in fuel systems if tank and additional components are not flushed or renewed. The guarantee also does not extend to repair of engine defects that have arisen as a result of the use of fuels for which the engine is not suitable (according to the manufacturer's instructions on prescribed fuel use) or for which the engine has not been made suitable by POSTMA; - engine damage caused by failure and/or incorrect use of the electronic components and/or electronic peripheral events is also excluded from the warranty, as are defects in items that are not material and/or construction defects (such as defects resulting from normal wear and tear), internal and external pollution, rust and paint damage, transport, freezing, overheating, overloading and/or dropping the product); - defects that arise as a result of: intent, omission of normal or prescribed maintenance, incorrect installation/connection/changes carried out by third parties, poor treatment, incorrect (or other than foreseen normal) use are also excluded from the guarantee; - there is also no claim under warranty with regard to defects that arise as a result of appendages belonging to the item, but not checked by POSTMA, as well as with regard to defects and damage caused by the participation of the vessel and vehicle in competitions or speed trials.

5. The original warranty period is not extended upon replacement.

6. Work/repairs carried out are guaranteed up to 3 months after the invoice date, however, with a liability limited to a maximum of the invoice amount.

7. Deliveries of used engines are guaranteed up to 3 months after the invoice date, however, with a liability limited to a maximum of the invoice amount. Deliveries of used parts are excluded from the guarantee.

Article 15 - Advertising

1. Complaints with regard to goods delivered by POSTMA or work performed by POSTMA must be submitted to POSTMA within a reasonable time, but in any case within 8 days after the ground for exercising the complaint has been discovered, or could reasonably have been discovered, at penalty of forfeiture of claims. This term commences at the time of actual delivery of goods or the time of performance of the work.

2. If the buyer/client wishes to make a complaint, he must allow POSTMA to inspect the delivered goods and/or have them inspected, under penalty of forfeiture of the right to appeal against shortcomings. If the complaint is declared well-founded, the costs of this inspection and the return shipment of the delivered goods are at the expense and risk of the remanufacturing company. If the complaint was unfounded, the costs of inspection and return are for the buyer/client.

3. Returned goods will not be accepted, unless written in advance by the remanufacturing company approved. They must be sent postage paid and properly packaged (eg safely/completely coolant-free, oil-free).

Article 16 - Personal data

The buyer/client's personal data stated on the order confirmation will be processed by the seller/mechanic, possibly within the meaning of the Personal Data Protection Act (Wbp). On the basis of this processing, POSTMA can execute the agreement and fulfill its warranty obligations towards the buyer/client, provide the buyer/client with optimal service, provide it with up-to-date car information in a timely manner and make personalized offers. In addition, the

personal data are made available to third parties for direct marketing activities for vehicles. Any objection to be lodged with POSTMA by the buyer/client against the processing of personal data within the meaning of the Wbp for direct mailing activities will be honoured.

Article 17 - Choice of law and forum

1. Dutch law applies exclusively to all agreements between POSTMA and the buyer/client applicable. The applicability of the Vienna Sales Convention is expressly excluded. This insofar as any law or treaty text does not exclude this choice of law.

2. All disputes that may arise from or as a result of an agreement such as this one conditions referred to, as well as from or as a result of agreements resulting from such an agreement, if they cannot be resolved by mutual agreement, they will be brought before and decided by the competent court in 's-Hertogenbosch (the Netherlands). To the exclusion of the foregoing, POSTMA reserves the right to bring a dispute before and according to the procedural rules of the Netherlands Arbitration Institute in Rotterdam (the Netherlands).

Article 18 - Conflict with legal provisions

Should any provision of these business terms and conditions of delivery and payment be inapplicable or be contrary to public order or the law, then only the provision in question will be deemed not to have been written, but the terms and conditions will otherwise remain in full force. POSTMA reserves the right to change the contested provision to a legally valid one.

Article 19 - Authentic language

Even if these delivery and payment terms and conditions are provided in a language other than Dutch, the Dutch version of these terms and conditions will be decisive in case of doubt.