

General Terms and Conditions of:

TDC Autoparts

Deurningerweg 48

7623 AH Borne

Chamber of Commerce Registration No.: 61806404

(AS 133C - 20)

1. Applicability - Definitions

1.1 These general terms and conditions apply to every offer we make and to all purchase/sale agreements we enter into with you.

1.2 If (part of) a provision is null and void or is nullified, the remaining provisions of these general terms and conditions shall remain in force.

1.3 In the event of a discrepancy between these general terms and conditions and a translation thereof, the Dutch text shall prevail.

1.4 These general terms and conditions also apply to follow-up or partial orders.

1.5 All provisions in these general terms and conditions are written for both our business buyers and consumers. We use the term “consumer” when a provision contains a deviation/addition that applies to consumers only. A “consumer” is: a natural person acting outside their business or professional activity.

1.6 In these general terms and conditions, we also use the following terms:

- offer: any offer made by us, whether or not in the form of a written quotation;
- in writing: by letter, email, fax or any other form of communication that can be equated with these, such as WhatsApp messages.

2. Offer - Prices

2.1 Unless we state a validity period in/with our offer, this constitutes a non-binding offer. We may revoke a non-binding offer no later than 2 working days after receiving your acceptance.

2.2 A composite offer does not oblige us to deliver part of the offered goods at a corresponding part of the price.

2.3 If we base our offer on information you provided and this information turns out to be incorrect/incomplete or subsequently changes, we may adjust the stated prices and/or deadlines accordingly.

2.4 Our offer and our prices do not automatically apply to repeat orders.

2.5 Samples and models shown or provided to you, specifications of colours, dimensions, weights and other descriptions in brochures, promotional materials or on our website are as accurate as possible, but serve as indication only. You cannot derive any rights from these.

2.6 The samples and models provided remain our property. As soon as we request them, you will return these to us. The cost of return is at your expense.

2.7 Our prices stated in an offer or price list are exclusive of VAT and any additional costs, such as transportation or shipping costs, handling costs and invoices from third parties engaged.

2.8 Price reductions after the conclusion of the agreement — for example due to clearance sales or discount promotions — do not entitle you to a price reduction.

2.9 If, after the conclusion of the agreement, we are faced with cost-price-increasing circumstances, we may adjust the prices agreed with you accordingly. Cost-price-increasing circumstances include, in any case, changes in legislation and regulations, government measures, currency fluctuations and changes in the prices of required parts/materials/raw materials.

2.10 Are you a consumer and does it concern a price change within 3 months of entering into the agreement? Then you may dissolve the agreement within 5 working days of our notification of the change. Dissolution is effected by a written declaration addressed to us.

3. Formation of Agreement

3.1 The agreement is formed once you have accepted our offer. If your acceptance deviates from the offer, the agreement is only formed once we have agreed to the deviations in writing.

3.2 We are only bound by:

- an order without a preceding offer;
- verbal agreements;
- additions to or changes of the general terms and conditions or agreement;
- once we have confirmed this to you in writing, or as soon as we have — without your objection — commenced the execution of the order or agreements.

3.3 Engaging third parties: We may have deliveries carried out by third parties.

4. Obligations - Information

4.1 You ensure that you provide us with all information necessary for the execution of the agreement in a timely manner. You guarantee that this information is correct and complete and indemnify us against claims from third parties arising from the incorrectness/incompleteness of this information.

4.2 We keep confidential all information we receive from or about you when entering into/executing the agreement. We only share this information with third parties to the extent necessary for the execution of the agreement.

4.3 We process information falling under the GDPR (General Data Protection Regulation) in accordance with the GDPR and also report any breaches of information security in accordance with the GDPR.

4.4 You may only resell the delivered goods in the original packaging from us or our supplier. You may not make any changes to the original packaging and must prevent damage.

4.5 If you fail to (timely) fulfil the aforementioned obligations or your other obligations under the agreement/these general terms and conditions, we may suspend the execution of the agreement until you have fulfilled your obligations. The costs and other consequences (e.g. damages) arising from this are at your expense and risk.

4.6 If you fail to fulfil your obligations and we do not immediately demand performance, this does not affect our right to demand performance from you at a later stage.

5. Delivery - Deadlines

5.1 We make every effort to carry out deliveries on time, but agreed deadlines are never final deadlines. If we fail to meet our obligations (on time), you must grant us a reasonable period for performance by means of a written notice of default.

5.2 A deadline commences once we have received all information necessary for the delivery and any agreed (advance) payment from you. In the event of delays, the deadline is extended proportionally.

5.3 We may deliver in parts and invoice each partial delivery separately.

5.4 The risk for goods to be delivered passes to you as soon as the goods leave our premises/site or we inform you that you may collect the goods.

5.5 Shipment or transport of the goods is at your expense and risk. We are not liable for damage related to the shipment/transport.

5.6 Are you a consumer? The risk for the goods then passes to you as soon as you or a third party designated by you receives the goods. Do you designate a carrier yourself? Then the risk passes to you upon receipt of the goods by that carrier. Shipment or transport is at your expense.

5.7 We may store the goods at your expense and risk if we are unable to deliver the goods to you in the agreed manner, or if you fail to collect the goods and the cause lies within your sphere of risk. We will grant you a reasonable period within which you can still collect the goods or give us the opportunity to deliver.

5.8 If you continue to fail in your obligation to accept delivery after this reasonable period, you are immediately in default. We may — by a written declaration addressed to you — dissolve the agreement in whole or in part and sell the goods to third parties, without having to compensate your any damages, interest and costs. This also does not affect our right to compensation of our (storage) costs, damages and loss of profit, or our right to still demand performance from you.

6. Packaging

6.1 Packaging intended for multiple uses remains our property. You may not use this packaging for any purpose other than its intended purpose.

6.2 We determine whether you return the packaging to us or whether we collect it from you, and at whose expense the collection takes place.

6.3 We may charge you a deposit for the packaging. If you return the packaging to us freight-paid within the agreed period, we will take the packaging back. We will refund the deposit to you or offset it against the deposit for the packaging of a subsequent delivery. In doing so, we may deduct 10% handling costs from the amount to be refunded or offset.

6.4 If the packaging is damaged, incomplete or completely broken, you are liable for this damage and your right to a refund of the deposit lapses. If the damage exceeds the deposit charged, we are not obliged to take back the packaging and may charge you for it at cost price — reduced by the deposit you have paid.

6.5 Packaging intended for single use may be left with you. Any disposal costs are then at your expense.

7. Complaints - Returns

7.1 You inspect the delivered goods immediately upon receipt and report any visible defects, damages, errors, faults, deviations in quantities, etc. on the waybill/accompanying note. In the absence of a waybill/accompanying note, you report these complaints to us in writing within 2 working days of receipt. If you do not report these complaints in time, the goods are deemed to have been received by you in good condition and in accordance with the agreement.

7.2 You report other complaints to us in writing immediately upon discovery — but no later than within the agreed warranty period. All consequences of not reporting immediately are at your risk.

7.3 If you do not report a complaint in time, you cannot invoke an agreed warranty.

7.4 Complaints do not suspend your payment obligation.

7.5 The previous paragraph does not apply to consumers.

7.6 You enable us to investigate the complaint and provide us with all relevant information. If return shipment is necessary for the investigation, this is at your expense, unless your complaint subsequently proves to be justified. You always bear the shipping/transport risk.

7.7 Returns take place in a manner to be determined by us and — where possible — in the original packaging/packaging material.

7.8 No complaints are possible regarding:

- imperfections in/properties of goods that are inherent to the nature of the materials from which the goods are made;
- minor deviations accepted within the industry regarding stated quantities, dimensions, weights, numbers, colours, textures, etc.;
- colour, texture or other differences due to a changed production of the goods;
- discolourations and minor mutual colour deviations;
- goods that have been modified or processed by you after receipt.

8. Warranties

8.1 We carry out the agreed deliveries properly and in accordance with the standards applicable in our industry, but provide no further warranty than we expressly agree with you.

8.2 During the warranty period we guarantee the customary quality and soundness of the delivered goods.

8.3 Does the manufacturer/supplier provide a warranty for the delivered goods? Then this warranty applies in the same way between us. We will inform you of this.

8.4 Do you wish to use the goods for a purpose other than the customary purpose? We only guarantee that the goods are suitable for this if we confirm this to you in writing.

8.5 You cannot invoke the warranty as long as you have not yet paid the agreed price for the goods.

8.6 The previous paragraph does not apply to consumers.

8.7 If you rightly invoke an agreed warranty, we have the choice of free repair or free replacement of the goods, or a refund of/discount on the agreed price. If there is consequential damage, the provisions of the liability article apply.

8.8 Are you a consumer? Then you may always choose free repair/free replacement of the goods, unless this cannot reasonably be required of us. In the latter case, you may dissolve the agreement — by a written declaration addressed to us — or request a discount on the agreed price.

9. Liability

9.1 Beyond the warranties expressly agreed with you or given by us, we accept no liability whatsoever.

9.2 We are only liable for direct damages. Any liability for consequential damages, such as business losses, loss of profit and suffered loss, delay damages, personal injury or bodily injury, is expressly excluded.

9.3 You take all necessary measures to prevent or limit the damage.

9.4 If we are liable, our obligation to pay compensation is always limited to a maximum of the amount paid out by our insurer in the relevant case. If no payment is made or the damage is not covered by insurance taken out by us, our obligation to pay compensation is limited to a maximum of the invoice amount for the delivered goods.

9.5 All your claims for compensation of damages suffered lapse in any case 6 months after you are aware of/could have been aware of the damage you suffered and could therefore have held us responsible for it.

9.6 In deviation from the previous paragraph, a period of 1 year applies to consumers.

9.7 We are not liable — and you cannot invoke the applicable warranty — if the damage arises from:

- your incompetent use, use contrary to the purpose of the delivered goods or use contrary to the instructions, advice, directions for use, manuals, package inserts, etc. provided by/on behalf of us;
- your incompetent storage of the goods;
- ageing/quality loss of the goods during your storage prior to any onward delivery to a third party;
- incompetent or insufficient maintenance of the goods;
- errors in or incompleteness of the information provided by/on behalf of you to us;
- your instructions or directions;
- or as a result of a choice made by you that deviates from our advice or what is customary;
- or because (repair) work or changes/modifications to the delivered goods have been carried out by/on behalf of you, without our express prior consent.

9.8 In the situations referred to in the previous paragraph, you are fully liable for the resulting damage and indemnify us against claims from third parties.

9.9 The limitations of liability included in this article do not apply if the damage is due to our intent or deliberate recklessness, or if the limitations are contrary to mandatory statutory provisions. Only in these cases do we indemnify you against claims from third parties.

10. Payment

10.1 We may always request a (partial) advance payment or other security for payment from you.

10.2 Unless we agree otherwise, you pay within a payment term of 14 days from the invoice date. The accuracy of the invoice is established if you do not raise an objection within this payment period.

10.3 If you have not paid (in full) within the payment period, you owe us a late payment interest of 2% per month, to be calculated cumulatively over the principal amount. Partial months are counted as full months. What does this cumulative monthly interest mean? In the first month after expiry of the payment period, we calculate interest over the principal amount. In each subsequent month that you do not pay, we calculate interest over the principal amount increased by the interest already accrued in the previous month(s).

10.4 For consumers, we charge a late payment interest of 6% per year, unless the statutory interest rate is higher. In that case, the statutory interest rate applies.

10.5 If your payment remains outstanding after a reminder, we may additionally charge you extrajudicial collection costs amounting to 15% of the invoice amount, with a minimum of €40.00.

10.6 For consumers, we provide a minimum period of 14 days after receipt of the reminder to still pay. If payment remains outstanding again, the extrajudicial collection costs for the consumer are:

- 15% of the principal amount over the first €2,500.00 of the claim (with a minimum of €40.00);

- 10% of the principal amount over the next €2,500.00 of the claim;
- 5% of the principal amount over the next €5,000.00 of the claim;
- 1% of the principal amount over the next €190,000.00 of the claim;
- 0.5% of the remainder of the principal amount.

All with an absolute maximum of €6,775.00.

10.7 For the calculation of extrajudicial collection costs, we may increase the principal amount of the claim after 1 year by the late payment interest accrued in that year.

10.8 If your payment remains outstanding, we may — by a written declaration addressed to you — dissolve the agreement or suspend our obligations under the agreement until you pay or provide us with adequate security for payment. We have this right of suspension even before you are in default with your payment, if we already have well-founded reasons at that time to doubt your creditworthiness.

10.9 Payments received are first applied to all interest and costs owed, and thereafter to the outstanding invoices that have been outstanding the longest, unless you state in writing at the time of payment that the payment relates to a later invoice.

10.10 You may not set off our claims against counterclaims you believe you have against us. This also applies if you file for (provisional) suspension of payments or are declared bankrupt.

10.11 The previous paragraph does not apply to consumers.

11. Retention of Title

11.1 All goods we deliver to you remain our property until you have fulfilled all your payment obligations.

11.2 These payment obligations concern not only the purchase price of the goods, but also our claims:

- for work carried out related to the delivery;
- due to an attributable shortcoming on your part, such as compensation for damages, extrajudicial collection costs, interest and any penalties.

11.3 If we deliver identical, non-individualisable goods to you, the batch of goods associated with the oldest invoice(s) is always deemed to have been sold first. This means that the retention of title always rests on all delivered goods still present in your inventory/premises at the time we invoke our retention of title.

11.4 You may resell the goods in the ordinary course of your business, provided you also agree a retention of title with your buyers.

11.5 You may not pledge goods subject to retention of title or bring them under the actual control of a financier.

11.6 You inform us immediately if third parties claim to have ownership or other rights to the goods.

11.7 As long as you have possession of the goods, you store them carefully and as our identifiable property.

11.8 You ensure adequate business or household contents insurance so that the goods delivered under retention of title are also covered. Upon our request, you provide us with access to the insurance policy and corresponding proof of premium payments.

11.9 Do you act contrary to this article or do we invoke our retention of title for another reason? Then we/our employees may enter your premises and repossess the goods. This does not affect our rights to dissolve the agreement — by a written declaration addressed to you — or to seek compensation for our damages, lost profit and interest.

12. Bankruptcy - Incapacity to Act, etc.

12.1 We may dissolve the agreement — by a written declaration addressed to you — at the time when you:

- are declared bankrupt or an application therefor has been filed;
- apply for (provisional) suspension of payments;
- are subject to enforcement attachment;
- are placed under guardianship or administration;
- otherwise lose the power of disposal or legal capacity with respect to (parts of) your assets.

12.2 You always inform the trustee in bankruptcy or administrator of the (content of the) agreement and these general terms and conditions.

13. Force Majeure

13.1 If we fail to meet our contractual obligations towards you, this cannot be attributed to us if there is a situation of force majeure.

13.2 The following circumstances constitute force majeure on our part in any case:

- war, riot, mobilisation, domestic and foreign unrest, government measures or threats of these/comparable circumstances;
- disruption of the currency relationships existing at the time of entering into the agreement;
- operational disruptions due to fire, burglary, sabotage, power failure, internet or telephone outages, cybercrime, strikes, natural phenomena, (natural) disasters, etc.;
- transport difficulties and supply problems arising from weather conditions, road blockades, accidents, import and export restrictions, a (temporary) shortage of required materials/parts, etc.

13.3 In the event of force majeure, we may dissolve the agreement — by a written declaration addressed to you — or adjust/suspend our deliveries for a reasonable period. We are then not required to pay you any compensation.

13.4 Does the force majeure situation arise after we have already partially executed the agreement? Then we are entitled to payment for the deliveries already made.

14. Cancellation - Suspension

14.1 If you cancel the agreement before or during its execution, we may charge you a fixed compensation for:

- all costs incurred;
- our damages suffered as a result of the cancellation, including lost profit.

Depending on deliveries already made/costs already incurred, this compensation amounts to 20 to 100% of the agreed price.

14.2 You indemnify us against claims from third parties arising from the cancellation.

14.3 We may set off the compensation due against all amounts paid by you and your possible counterclaims.

14.4 If you request us to suspend the execution of the agreement, we may immediately demand and invoice the compensation for all deliveries made. This also applies to costs incurred or costs resulting from the suspension.

14.5 Costs we incur for resuming the delivery(ies) are also at your expense. If we are unable to resume the execution of the agreement after the suspension, we may — by a written declaration addressed to you — dissolve the agreement.

15. Applicable Law - Competent Court

15.1 Dutch law applies to our agreements.

15.2 The applicability of the Vienna Sales Convention (CISG) is excluded.

15.3 We submit disputes to the court that has jurisdiction in our place of establishment. In addition, we always retain the right to submit the dispute to the competent court in your place of establishment or residence.

15.4 As a consumer, you may always choose the legally competent court, even if we choose a different court. You then inform us of your choice within one month of receiving the summons.

15.5 If you are established/residing outside the Netherlands, we may also submit the dispute to the competent court in the country or state where you are established/residing.

Date: 19 May 2021