

General terms and conditions of sale and delivery of Car ASSIST BV

1. Applicability

1.a These terms and conditions apply to every offer, quotation and, whether or not resulting, agreements of CAR ASSIST BV, insofar as the parties have not expressly and in writing deviated from these terms and conditions.

1.b These terms and conditions also apply to all agreements with the buyer, for the execution of which third parties must be involved.

1.c Any deviations in these general terms and conditions are only valid if they have been expressly agreed in writing.

1.d The applicability of any purchasing or other conditions of the buyer is expressly rejected.

1.e If one or more of the provisions in these general terms and conditions are null and void or annulled, the other provisions of these general terms and conditions remain fully applicable. The buyer and Car Assist B.V. will then enter into consultation in order to agree on new provisions to replace the void or annulled provisions, whereby the purpose and scope of the original provision will be taken into account as much as possible.

2. Offers

2.a All offers from Car Assist B.V. are without obligation and revocable.

2.b An agreement is only concluded after acceptance of an order by Car Assist B.V. Car Assist B.V. is entitled to refuse orders or to attach certain conditions to the

delivery, unless expressly stated otherwise. If an order is not

accepted, Car Assist B.V. will notify this within ten (10) working days after receipt of the order.

2.c Offers or quotations do not automatically apply to future orders.

2.d Each offer is only valid as long as stocks last.

2.e All statements from Car Assist B.V. of numbers, sizes, weights and colour of the items in the shown or provided designs, samples, drawings, images, photos or models are only indications. A minor deviation from this in the delivered item does not lead to a shortcoming in the fulfilment of the agreement on the part of Car Assist B.V.

2.f All prices are based/determined on factors applicable at the time of the quotation of the price or the conclusion of the

agreement, including tax charges, levies, raw material, energy, fuel and material prices, import duties, transport/freight costs and exchange rates of or against the Euro. If after the conclusion of the agreement, but before delivery by Car Assist B.V. changes in one or more of these price-determining factors may occur (in general or in any case calculated by the regular/usual supplier of Car Assist B.V.), such that this leads to a 10% or more increase in the purchase price of a factor, Car Assist B.V. has the right at all times to adjust the agreed price during the agreement in accordance with

this increase. The parties expressly regard this circumstance as unforeseen.

3. Prices and payments

3.a The stated prices for the products and services offered are in euros, excluding VAT, shipping costs, deposit and any taxes or other levies, unless otherwise stated or agreed in writing.

3.b Unless otherwise agreed, payment is made a cash on or prior to delivery.

3.c If payment is made after a reminder by Car Assist B.V. the buyer owes an amount of 3% of the principal sum in administration costs and if Car Assist B.V. outsources its claim for collection, the buyer also owes the collection costs.

3.d If the buyer is in default with any payment, Car Assist B.V. is entitled to suspend (the execution of) the relevant agreement and related agreements, or to terminate them.

3.e The prices apply, unless otherwise specified, ex works or warehouse of the seller.

3.f If payment is not made in cash, payment must in any case be made within 14 days after the invoice date, in a manner to be specified by Car Assist B.V. in the currency in which the invoice was

declared. Objections to the amount of the invoices do not suspend the payment obligation.

3.g In the event of liquidation, bankruptcy, attachment or suspension of payment of the buyer, the claims of Car Assist B.V. immediately and fully due and payable to the buyer.

3.h Without the express written permission of Car Assist B.V., the buyer is not permitted to apply offset and/or suspension and/or retention in respect of his payment obligations.

4. Delivery

4.a The buyer is obliged to take delivery, unless Car Assist B.V. has no reasonable interest in this.

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

4.c Transport of products to the buyer is entirely at the expense of the buyer.

4.d Delivery times are determined in consultation and approximately by Car Assist B.V. Delivery times

are never to be regarded as a fatal term. The delivery time commences upon -verbal and written order confirmation.

4.e In the event of late delivery, Car Assist B.V. is not liable for any damage suffered by the buyer due to late delivery, unless the buyer has given Car Assist B.V. written notice of default, in which case the buyer must grant Car Assist B.V. a period of at least thirty (30) working days to still fulfil its obligations.

4.f In the event of late delivery, the additional costs of replacement transport will not be reimbursed by Car Assist B.V.

5. Return parts

5.a All products are delivered by Car Assist B.V. on an exchange basis as standard, unless otherwise agreed.

5.b An amount is charged on the invoice per product sold, as a deposit for the product to be replaced. This deposit will be refunded to the buyer's account if the exchange product, in the opinion of Car Assist B.V., is complete, without major damage due to for example drilling, grinding, sawing and other major force effects, accompanied by the original invoice, is received within fourteen (14) working days.

5.c If after 14 working days the return product and/or deposit has not been received by Car Assist B.V. in accordance with the requirements in paragraph 2 of this article, Car Assist B.V. is no longer obliged to refund the deposit to the buyer.

6. Warranty

6.a Car Assist B.V. provides a 3-month product warranty on repairs, revisions and parts unless otherwise agreed. The original purchase invoice serves as proof of warranty. Disassembly and assembly costs are not included. This guarantee is not transferable, so the guarantee is only for the person or company mentioned on the invoice (warranty certificate) for all guarantee cases the invoice must be submitted to Car Assist B.V.

6.b The buyer is obliged to examine within 24 hours of delivery whether the products correspond to the agreement. If this is not the case, Car Assist B.V. must notify this in writing and with reasons as soon as possible and in any case within seven (7) working days after delivery.

6.c If it has been demonstrated that the products do not correspond to the agreement, Car Assist B.V. has the choice to replace the products in question with new products upon return or to refund the invoice value, without the buyer being entitled to any compensation.

6.d If the buyer does not wish to purchase a product for whatever reason, the buyer does not have

the right to return the product to Car Assist B.V. 6.e Car Assist B.V. provides a 1-year warranty on diagnostic equipment/readout equipment.

6.f All items delivered by Car Assist B.V. are provided with a warranty seal. In the event of damage and/or loss of the warranty seal, any form of warranty will lapse.

6.g The warranty period commences at the moment the goods leave the Car Assist B.V. warehouse.

6.h Car Assist B.V. does not provide a warranty on used electrical parts, unless otherwise agreed.

6. i Car Assist BV only provides a warranty on electronic and mechatronic parts if they are installed by Car Assist BV or a partner designated in writing by Car Assist BV.

6. j Car Assist BV is in no way responsible for already installed programs, stored data and software in the goods that Car Assist BV receives from the buyer.

When selling individual goods, Car Assist BV therefore does not check the condition and functioning of the programs, stored data and software. The buyer expressly agrees to this and will indemnify Car Assist BV in this respect.

6.k If the customer programs, learns or codes himself, this is done entirely at his own risk and responsibility. If problems arise during this, the warranty will lapse. The buyer expressly agrees to this and will indemnify Car Assist BV in this respect.

6.i Car Assist BV only provides a warranty on reconditioned automatic gearboxes if the clutch and mechatronic have been both supplied and installed by us during the reconditioning process.

7. Use of the product

7.a If the buyer does not use the delivered product in accordance with normal use and the buyer holds Car Assist B.V. liable for damage suffered in connection with the use of the delivered product, Car Assist B.V. is not responsible for this and the buyer will indemnify Car Assist B.V. in this respect.

7.b The buyer will strictly comply with all regulations, user instructions and instructions applicable to the goods, including the instructions given in these general terms and conditions and

the user manual of the goods. The buyer is

liable for all damage resulting from the failure to comply or

to fully comply with the above-mentioned user instructions and instructions.

8. Retention of title

8.a All goods delivered by Car Assist B.V. remain the property of Car Assist B.V. until the buyer has fulfilled all obligations under all agreements concluded with Car Assist B.V.

8.b The buyer is not authorised to pledge the goods subject to the retention of title, nor to encumber or alienate them in any way.

8.c If third parties seize the goods delivered under retention of title or

wish to establish or assert rights thereto, the buyer is obliged to inform Car Assist B.V. as soon as may reasonably be expected. 8.d In the event that Car Assist B.V. wishes to exercise its property

rights as indicated in this article, the buyer hereby grants unconditional and irrevocable permission to Car Assist B.V. or third parties designated by it to enter all places where the property of Car Assist B.V. is located and to take back such items.

9. Liability

9.a Should Car Assist B.V. be liable to the buyer without delay, this liability is at all times limited to the amount for which the professional or business liability insurance taken out by Car Assist B.V. provides entitlement, but at all times (even if there is no insurance on which a claim can be made) to the amount of any invoice amount.

9.b Liability of Car Assist B.V. shall at all times not extend to physical injury. 9.c Damage, insofar as it consists of lost profit or reduced revenue and all other

indirect damage or consequential damage, such as business damage, additional costs of replacement transport or any

compensation or fine owed by the buyer to third parties, shall in no case be eligible for

compensation.

10. Force Majeure

10.a If Car Assist B.V. fails in whole or in part to fulfil its obligation towards the buyer, this failure cannot be attributed to Car Assist B.V. if Car Assist B.V. makes the performance of the agreement difficult or impossible by a - foreseeable or unforeseeable - circumstance that is beyond its control, such as, but not limited to:

- failure by suppliers/transporters;
- war, riot or similar situations;
- sabotage, boycott, strike or occupation;
- machine damage;
- theft from warehouses;
- business disruptions;
- government measures;
- bad weather;
- lightning strike;
- fire.

10.b If a situation occurs as referred to in paragraph 1 of this article, to the extent permitted by law, Car Assist B.V. is not liable for any damage resulting therefrom for the buyer and Car Assist B.V. suspend the fulfilment of its obligations or terminate the agreement in whole or in part without judicial intervention and without being liable for any compensation.

10.c If Car Assist B.V. has already partially fulfilled its obligations when force majeure occurs, it is entitled to invoice the part already delivered or performed separately, or to credit partially in the case of down payments.

11. Miscellaneous

11.a Car Assist B.V. can never provide a 100% certainty on a correct diagnosis of the problem when repairing a product. Not all problems recur during the time that Car Assist B.V. is investigating the problem, because not all external influences such as vibrations and weather conditions can be simulated.

11.b If a product is offered for repair and no error or defect is found after extensive diagnosis, Car Assist B.V. 50 Euros will be charged to the buyer for testing and administrative costs. Here too, 100% certainty is not possible (see 11.a).

11.c Personal and company data are processed discreetly by Car Assist B.V.. Car Assist B.V. does not provide data to third parties without a legal reason, or outside the purpose of its processing, which would compromise the privacy of the buyer.

11.d Cancellation by the buyer is only possible if Car Assist B.V. agrees. If the buyer wants to return an unused part, this is only possible within 14 days after receiving the goods. The part must be undamaged and a maximum of 75% of the invoice amount with regard to the returned goods will be refunded. The costs that the buyer incurs in this regard are a compensation for the administration costs and retesting of the product, so that we can continue to guarantee the quality of the returned products.

12. Disputes
1. All disputes that may arise between the parties are exclusively subject to Dutch law, even if an obligation is performed in whole or in part abroad, or if the buyer resides there. The applicability of the Vienna Sales Convention is excluded,

2. All disputes will be submitted to the (subdistrict) judge of the Gelderland District Court, Arnhem location. Nevertheless, Car Assist B.V. has the right to submit the dispute to the legally competent judge.

3. Disputes between Car Assist B.V. and the buyer who resides outside the Netherlands will be submitted to the (subdistrict) judge of the Gelderland District Court, Arnhem location.

If the buyer has any complaints, the buyer can submit them in writing to the address below:

Car Assist B.V.

Handelstraat 20-B

6851 EH Huissen (NL)

Submitting a complaint does not release the buyer from his payment obligation in any case