

ARTICLE 1 APPLICABILITY

1.1 These general terms and conditions apply to the conclusion by **AUTO BEK B.V.** of agreements for the sale and/or delivery of used vehicle parts and to the execution of such agreements. These agreements for the sale and/or delivery of used vehicle parts are subject to the Warranty Conditions of **AUTO BEK B.V.**

1.2 If the buyer is a legal entity, general partnership or limited partnership, the person acting on its behalf is deemed to have personally committed himself as a jointly and severally liable debtor, unless **AUTO BEK B.V.** expressly agrees otherwise in writing.

ARTICLE 2 PRICES

2.1 Unless otherwise indicated, all amounts are exclusive of deduction or discount and including VAT, whether or not breaking via the VAT margin scheme of **AUTO BEK B.V.**

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

2.3 Indication of prices, of items offered for sale and of specifications contained in general offers, such as catalogues, price lists and other printed matter, are without obligation. They do not bind **AUTO BEK B.V.** and the buyer cannot rely on them, unless otherwise agreed or indicated.

ARTICLE 3 DELIVERY

3.1 Delivery is made from the workshop or warehouse. The buyer is subject to a purchase obligation.

3.2 The risk of the sold goods passes when the goods are ready for delivery or shipment.

3.3 The sold goods will be delivered on foot in the condition in which they are at the conclusion of the agreement.

3.4 Transport of parts by **AUTO BEK B.V.** is entirely at the expense and risk of the buyer.

ARTICLE 4 DELIVERY PERIOD

4.1 Delivery times are determined in consultation and approximately by **AUTO BEK B.V.** Delivery times can never be regarded as a deadline. The delivery time starts with – oral and written – order confirmation.

4.2 In the event of late delivery, **AUTO BEK B.V.** is not liable for damage suffered by the buyer due to late delivery, unless the buyer has given **AUTO BEK B.V.** written notice of default, whereby the buyer must grant **AUTO BEK B.V.** a period of at least half of the original agreed delivery time to still meet its obligations.

4.3 To the extent permitted by law, an agreement cannot be dissolved by the buyer due to exceeding the deadline, unless the period mentioned in the end of paragraph 2 of this article has expired and the buyer cannot be required to maintain the agreement.

4.4 If the buyer does not collect the purchased goods within four weeks after **AUTO BEK B.V.** has informed the buyer that the purchased item is ready for collection, the agreement will be dissolved without judicial intervention, unless **AUTO BEK B.V.** informs the buyer in writing that it requires compliance.

ARTICLE 5 PAYMENT

5.1 Unless otherwise agreed, payment is made in cash.

5.2 When purchasing on invoice, payment must be received within fourteen days of the invoice date.

5.3 If no or late or incomplete payment has been made on the due date, the buyer shall, without the need for notice of default or reminder, be in default and will owe the statutory interest per month or part of a month, calculated from the due date, on the overdue amount immediately due and payable.

5.4 In the event of paragraph 3 of this article, **AUTO BEK B.V.** has the right to reclaim the purchased goods by means of an extrajudicial declaration within the period of Article 7:44 of the Dutch Civil Code. By that statement, the purchase is dissolved.

5.5 All costs, both judicial and extrajudicial - those of debt collection agencies, bailiffs, lawyers - that are associated with the enforcement of **AUTO BEK B.V.** in enforcing its rights vis-à-vis the buyer, shall be borne by the buyer. The extrajudicial collection costs are calculated in accordance with the collection rate of the Dutch Bar Association for collections with a minimum of € 50.00.

ARTICLE 6 RETENTION OF TITLE

6.1 As long as the buyer has not fully complied with what is owed to AUTO BEK B.V. by virtue of or in connection with delivery, goods already delivered remain the property of **AUTO BEK B.V.** .

6.2 The buyer is not entitled to deliver delivered goods – as long as they have not been paid – to third parties, to give them on loan, to pledge or to transfer ownership.

6.3 The buyer bears the risk for unpaid goods with regard to all damage, direct and indirect, that will be caused to it by himself or any other.

ARTICLE 7 SHORTCOMING / COMPLAINTS

7.1 The buyer is obliged to carefully check deliveries after execution for any shortcomings in the form of deviations from specifications and other observable shortcomings. Detected shortcomings must be reported to us within 8 days of discovery. This notification must be made in writing and accompanied by a description of the deficiency found, stating the invoice and the invoice number. In order for the warranty to apply, the notification deadline is 3 or 6 months after the purchase in accordance with the warranty periods referred to in Article 12.4.

7.2 The buyer must enable us to check the detected shortcoming. Failure to comply with the provisions of this paragraph shall result in the buyer's right to invoke the deficiency found.

7.3 To the extent permitted by law, shortcomings in the delivered goods do not provide the buyer with grounds for dissolution of the agreement, unless we fail to remedy the shortcomings acceptably after repeated attempts. In that case, the buyer is entitled to dissolve the agreement if and insofar as maintenance cannot reasonably be required of him.

7.4 The buyer must reimburse us for the costs of unfounded complaints.

7.5 Invoking a shortcoming does not entitle the buyer to suspend his payment obligation.

7.6 The provisions of this article 7 apply with due observance of the provisions of article 12.6 of these terms and conditions.

ARTICLE 8 FORCE MAJEURE

8.1 If AUTO BEK B.V. fails in whole or in part to fulfil its obligation towards the buyer, this failure cannot be attributed to AUTO BEK B.V. if AUTO BEK B.V. makes the execution of the agreement more difficult or impossible due to a – foreseeable or unforeseeable circumstance that is beyond the control of **AUTO BEK B.V.**, Such as, but not limited to:

- shortcomings by suppliers/transporters;
- war, riot or similar situations;
- sabotage, boycott, strike or occupation;
- machine damage;
- theft from the warehouses;
- business disturbances;
- government measures;
- bad weather;
- Lightning;
- fire;

8.2 If a situation arises referred to in paragraph 1 of this article, AUTO BEK B.V. is, insofar as the law allows, not liable for any resulting damage for the buyer and **AUTO BEK B.V.** can, at its own discretion, suspend the fulfillment of its obligations or dissolve the agreement in whole or in part without judicial intervention without being obliged to pay any compensation.

ARTICLE 9 USE OF THE CASE

9.1 The buyer must use the delivered item in accordance with its nature and destination and in compliance with all legal instructions for use and, where applicable, instructions for use prescribed by us.

9.2 If the buyer does not use the delivered item in accordance with the provisions of paragraph 1 of this article and the buyer holds us liable for damage suffered in connection with the use of the delivered item, the buyer must prove that damage is the result of a defect in the item delivered by us

and not of the use other than in accordance with paragraph 1 of this article.

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

ARTICLE 10 LIABILITY

10.1 For damage from or in connection with deliveries for which AUTO BEK B.V. can be held legally liable, insofar as mandatory legal provisions do not entail otherwise, the liability of **AUTO BEK B.V.** does not exceed the invoice amount.

10.2 Damage, insofar as it consists of lost profit or reduced revenue and all other indirect damage or consequential damage, such as business loss or any compensation or fine owed by the buyer to third parties, is in no case eligible for compensation, unless otherwise mandatory provisions.

10.3 Except insofar as AUTO BEK B.V. has any liability under section 3 of Title 3 of Book 6 of the Dutch Civil Code and insofar as the law allows this, the buyer indemnifies AUTO BEK B.V. against claims for whatever reason from third parties, who claim to have suffered damage as a result of the purchased or any act or omission of **AUTO BEK B.V.** in the context of the execution of the agreement, unless the buyer demonstrates that **AUTO BEK B.V.** is liable in relation to the buyer and must compensate the buyer for this damage.

10.4 Under penalty of forfeiture of the right to compensation, **AUTO BEK B.V.** will provide all desired cooperation in the investigation into the cause, nature and extent of the damage for which compensation is claimed.

10.5 Article 8 of the Warranty Conditions applies mutatis mutandis.

ARTICLE 11 RESCISSION

11.1 Total or partial dissolution of the agreement takes place by means of a written statement from one of the persons entitled to do so. Before the buyer sends a written statement of dissolution to AUTO BEK B.V., the buyer must at all times first give **AUTO BEK B.V.** written notice of default and grant it a reasonable period of time to properly fulfill obligations.

11.2 The buyer has no right to dissolve the agreement in whole or in part or to suspend his obligation, if he himself was already in default with the fulfillment of his obligations. For consumer buyers, this provision is without prejudice to their possible power to suspend under any legal provision.

11.3 If **AUTO BEK B.V.** agrees to dissolution, without there being any default on its part, it is entitled to compensation for all financial damage such as costs, loss of profit and reasonable costs for determining damage and liability.

11.4 In the event of partial dissolution, the buyer cannot, insofar as permitted by law, claim cancellation of services already performed by AUTO BEK B.V. and AUTO BEK B.V. is fully entitled to payment for the services already performed by it, without prejudice to the right of **AUTO BEK B.V.** to undo its performance and to claim compensation.

ARTICLE 12 GUARANTEES

12.1 All transactions between **AUTO BEK B.V.** and the buyer are exclusively governed by Dutch law.

12.2 All disputes arising from agreements with AUTO BEK B.V. will initially be submitted to the complaints committee. This committee decides according to the complaints regulations.

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