

General terms and conditions of sale and delivery of BE-Combi Sales & Rental B.V., BE-Combi Engineering B.V., BE-Combi International B.V. and BE-Combi Group B.V., having their registered office and place of business in Vuren and filed with the Chamber of Commerce.

### ARTICLE 1. DEFINITIONS

- 1.1 BE-Combi Sales & Rental B.V., BE-Combi Engineering B.V., BE-Combi International B.V. and BE-Combi Group B.V. with their affiliated operating companies, as well as their legal successors under a general title are the users of these general terms and conditions and will hereinafter be referred to as “we” and “us”.
- 1.2 “Client” shall mean any (legal) person to whom we address our offers, as well as the person who addresses offers to us and the person who places an order, or the person with whom we enter into an agreement and furthermore the person with whom we have any legal relationship and apart from this person, their representative(s), authorised representative(s), successor(s) in title and heir(s).
- 1.3 “Products” and/or “vehicles” shall mean all products and/or (second-hand) vehicles, means of transport, trucks (components), parts, etc. that are delivered to the client under these general terms and conditions, as well as the performance of services and work (including repair work) and/or the provision of advice by us to the client.

### ARTICLE 2. APPLICABILITY

- 2.1 These general terms and conditions apply to all our offers, agreements, contracts of assignment (relating to the performance of work by us) as well as all legal acts, deliveries and work performed by us, including all pre-contractual situations as well as legal relationships to be entered into with us in the future with regard to, among other things, the sale of second-hand (company) vehicles, (second-hand) means of transport, parts and accessories as well as the modification and production of chassis, company vehicles and cabins, the design and production of components, the repair, maintenance and other work on the products and/or vehicles.
- 2.2 Deviations from and additions to these general terms and conditions shall only bind us if they have been agreed in writing.
- 2.3 If it appears that one or more provisions in these general terms and conditions are null, void or invalid, the other provisions of these general terms and conditions shall remain in full force and effect.

### ARTICLE 3. OFFERS

- 3.1 All our offers and quotations are non-binding, unless they contain a period for acceptance, in which case the offer will lapse after this period.
- 3.2 Changes and/or commitments made after the offer, either verbally or in writing by us, constitute a new offer, whereby the previous offer has lapsed.
- 3.3 All offers and quotations are based on the execution of the agreement by us under normal circumstances and during normal working hours, unless explicitly indicated otherwise in writing.
- 3.4 All information in publication/advertising material is non-binding and subject to change. The contractor does not guarantee the accuracy, completeness or topicality of such information, including vehicle specifications, emissions, fuel consumption, etc. The client cannot derive any claims from catalogues and other pre-printed information or errors therein.

### ARTICLE 4. CONCLUSION

- 4.1 Unless otherwise indicated, all our offers are non-binding. The agreement is concluded at the moment we receive a written acceptance of this offer and if the client makes an offer and/or places an order, at the moment we accept the offer and/or the order or when we started to execute the order.
- 4.2 Orders placed via intermediaries, including agents, representatives or resellers, are only legally valid after we have confirmed them in writing. Verbal agreements and stipulations are only binding after they have been confirmed by us in writing by authorised persons.
- 4.3 If an acceptance by the client deviates from the offer, this shall be considered a new offer by the client and a rejection of our entire offer, even if there is only a deviation on minor points.

- 4.4 Additional agreements, changes and/or commitments made after the agreement, whether verbally or in writing by our personnel, representatives, salesmen or other intermediaries, shall not be binding unless confirmed by us to the client in writing.

### ARTICLE 5. PERFORMANCE OF THE WORK

- 5.1 During the performance of the work we are obliged to take good care of the vehicle on which the work is being performed.
- 5.2 The performance of repair work shall be based on the complaints indicated by the client. If there is no clear description of complaints, the defects identified by us shall be rectified.
- 5.3 The period within which work is to be carried out can only be indicated by approximation.
- 5.4 As soon as we become aware of facts and circumstances that prevent or impede the execution of the work within the indicated period, we shall notify the client accordingly, stating the expected new period.

### ARTICLE 6. DATA AND INFORMATION

- 6.1 We are only obliged to (further) execute the order if the client has provided all data and information requested by us, in the form and in the manner as desired by us. Any additional costs, damage (including loss of interest) and/or delay caused by the client's failure to provide the requested data and information, or to do so in good time or properly, shall be for the client's account.
- 6.2 The client is obliged to inform us immediately of facts and circumstances that may be relevant in connection with the execution of the assignment.
- 6.3 The client guarantees the accuracy, completeness and reliability of the data and information provided to us by him or on his behalf.

### ARTICLE 7. PERFORMANCE OF THE ORDER

- 7.1 We shall determine the manner in which and by which persons the assignment shall be carried out, while taking into account as much as possible the wishes expressed by the client.
- 7.2 We will carry out the work to the best of our ability and with due care; however, we cannot guarantee the achievement of any intended result.
- 7.3 Terms within which work must be completed are only final deadlines if agreed in writing.
- 7.4 Unless it is established that performance is permanently impossible, the agreement may not be dissolved by the client on account of exceeding the term, unless we also fail to perform the agreement or do not perform it in full within a reasonable term notified to us in writing after expiry of the agreed term of delivery.

### ARTICLE 8. PRICES

- 8.1 The prices quoted by us are net prices and are exclusive of VAT and other government charges and/or charges of third parties relating to the sale and/or delivery and/or execution of the agreement and are based on the delivery from our premises, unless otherwise agreed in writing.
- 8.2 The prices quoted by us are quoted in Euros, or in any other currency agreed by us; any exchange rate differences are at the risk of the client, unless further agreed in writing.
- 8.3 The prices quoted by us are based on the daily prices and specifications applicable at the time the agreement is concluded and on the performance of the agreement under normal circumstances.
- 8.4 We reserve the right to charge the client a proportional price increase if after the conclusion of the agreement an increase occurs in one or more price-determining factors and/or statutory charges, including wages, premiums, materials and exchange rate changes.
- 8.5 The provisions of sub 8.4 also apply if the changes in the price-determining factors referred to therein are the result of circumstances that could already have been foreseen when the agreement was concluded.
- 8.6 In the event that application of article 8.4 should lead to a price increase of 20% or more and the price increase does not result from the law, the client has the right to dissolve the agreement by registered letter, within one week after we have notified the agreed price increase.

- 8.7 Unless explicitly agreed otherwise in writing, delivery costs, service costs and shipping costs, etc., are never included in our price. Unless otherwise agreed in writing, the workshop rates are exclusive of the costs of materials, parts and any costs of third parties.
- 8.8 Price increases resulting from additions to and/or changes to the agreement are for the account of the client.
- 8.9 We shall charge the client for any costs incurred as a result of the client's failure to make the performance of the agreement possible and/or as a result of circumstances that can be attributed to the client as a result of which we have incurred costs.

### ARTICLE 9. DELIVERY

- 9.1 Delivery times are determined in mutual consultation, however delivery periods stated by us can never be regarded as final deadlines unless otherwise agreed in writing. In the event of late delivery, we must be given notice of default in writing, stating a reasonable period for compliance. A reasonable term is in any case the term that is reasonably applicable in the sector.
- 9.2 If the delay in delivery is not attributable to us, the client can never claim compensation or dissolution of the agreement.
- 9.3 The delivery periods stated are based on the working conditions prevailing at the time of the conclusion of the agreement and on timely delivery of the materials and/or parts ordered by us for the execution of the agreement.
- 9.4 The client shall be obliged to take receipt of the goods delivered by us at the set time of delivery, failing which all resulting costs (including storage costs) in accordance with our or local applicable rate and damage (including loss of interest) shall be charged to the client.
- 9.5 Delivery shall take place on our business premises.
- 9.6 If the manufacturer, (importer) or supplier makes modifications or (construction) changes to a product, we reserve the right to deliver the changed product, provided that the changed product has at least the normal usage properties as the original product, as well as the special usage properties, if and insofar as agreed in writing between us and the client.

### ARTICLE 10. RISK

- 10.1 The risk of the products and vehicles sold shall pass from us to the client at the time of delivery. In the event of the sale of a vehicle, the client is obliged to insure the vehicle from the moment of delivery.
- 10.2 The ownership of the products sold shall pass from us to the client after delivery and after the client has paid the purchase price and all other amounts he owes us pursuant to the agreement.
- 10.3 During the period that ownership of a vehicle has not yet passed to the client in accordance with the provisions of paragraph 2 of this article, but delivery has already taken place, the client shall keep the vehicle all-risk (WA casco in Dutch) insured and shall not be permitted to alienate, encumber, pledge, rent, lend or in any other way make the vehicle available to third parties or transfer it as security to third parties. The client shall indemnify us during the aforementioned period against third-party claims on the vehicle.

### ARTICLE 11. PAYMENT

- 11.1 Unless agreed otherwise in writing, payment shall be made before the time of delivery. In the event of the performance of work, payment shall be made by the client within 30 days of the invoice date. This term shall be considered a final deadline, upon expiry of which the client shall be in default. Settlement with claims the client allegedly has on us is not permitted. You hereby undertake towards us to pay us at our first request by delivery of goods to be designated by us, including the goods delivered by us to you (in lieu of payment pursuant to article 6:45 of the Dutch Civil Code).
- 11.2 In the event of non-payment within the period referred to in article 11.1, interest shall be due on the grounds of article 6:119 in conjunction with 6:120 of the Dutch Civil Code, or the statutory interest if this is higher, whereby part of a month shall be counted as a full month, commencing on the first day after the expiry of the payment period referred to in article 11.1

- 11.3 In the event of non-payment within the period referred to in article 11.1, we reserve the right to increase the amount owed by the client by the judicial and extrajudicial collection costs. The extrajudicial collection costs are set at 15% of the amount due with a minimum of € 250.
- 11.4 Payments made by the client always serve to pay all interest and costs due and subsequently to pay the claims from the agreement that have been due the longest, even if the client states that the payment relates to another claim.
- 11.5 Any payment discounts agreed upon in writing will lapse if the payments are not received within the payment term.
- 11.6 The client is not entitled to refuse or suspend the fulfilment of his payment obligation on the basis of alleged defects in the products and for any other reason whatsoever, unless the defect is recognised as such by us. In the latter case, the client is entitled to suspend payment of a maximum of 15% of the amount due for the product concerned until the defect has been remedied.
- 11.7 We are at all times entitled to set off all that we, one or more of our sister companies, subsidiaries and parent companies and/or other companies belonging to the BE-Combi Group B.V., have to claim from the client, his sister companies, subsidiaries and parent companies and/or other companies belonging to the group of companies of the client, and to invoke a right of suspension in respect of (one or more of) such claim(s).
- 11.8 In the event of liquidation, insolvency, bankruptcy or suspension of payment of the client, the claims, for whatever reason (including those of the parties referred to in article 11.7), against the client shall be immediately due and payable.
- 11.9 We are at all times entitled to demand an advance payment of the amount owed by the client and/or to demand that the client cooperates in providing adequate security as guarantee for the fulfilment of all his obligations at first request, including but not limited to an irrevocable and unconditional bank guarantee issued by a recognised banking institution and/or the granting of a pledge and/or a surety and/or the issuing of a joint and several liability. If this security is not provided, we are entitled to suspend the execution of the agreement or to dissolve it immediately, without prejudice to our right to dissolve the agreement in accordance with the provisions of article 17.

### ARTICLE 12. SUSPENSION AND RETENTION RIGHT

- 12.1 We are entitled to suspend our performance (including future partial deliveries) if the client fails to meet one or more of his obligations or if circumstances that come to our knowledge give us good reason to fear that the client will not meet his obligations, except in the event of deviating mandatory legal provisions.
- 12.2 We can exercise the right of retention on all of the client's goods to which the execution of the agreement relates and which we actually have with us within the framework of the agreement, if the client fails to meet all or part of the obligations connected with the execution of the agreement, or other agreements concluded with the client arising from goods which we have regularly done with the client.
- 12.3 We are entitled to recover from the client the damage (including loss of interest) that we have suffered and costs that we have had to incur in respect of the care with regard to the goods that we actually have in our possession.

### ARTICLE 13. WARRANTY AND COMPLAINTS

- 13.1 If and insofar as nothing has been explicitly agreed concerning the quality of the products to be delivered, the client can only make a claim that is in accordance with what is customary in the sector.
- 13.2 Replaced parts and materials shall become our property and shall only be made available to the client if expressly agreed in writing.
- 13.3 New vehicles, parts and accessories shall only be subject to the warranty as provided by the manufacturer, (importer) and other suppliers.
- 13.4 Warranty is only given on used vehicles if and insofar as stipulated in the agreement.
- 13.5 No warranty is given on used parts and accessories.
- 13.6 We guarantee the professional performance of the agreed work for a period of 2 months up to a maximum of 5,000 kilometres, to be calculated from the time that the vehicle is again made available to the client after the work has been performed.

- 13.7 Contrary to the foregoing, the warranty for work that we have had carried out by a third party in the context of the execution of the agreement is limited to the warranty that we are able to realise with this third party.
- 13.8 The claims on a warranty lapse if:
- We are not given the opportunity to remedy the defects;
  - Third parties have carried out work without our consent that is connected with the defect in respect of which we have carried out work in connection with which a claim under the guarantee is made.;
  - In case of improper use of the vehicle, which is understood to mean:
    - use for purposes other than normal use;
    - overloading;
    - use of incorrect fuels and oils;
    - maintenance other than by us or the manufacturer of the vehicle prescribed;
    - improper handling, use and/or maintenance.
  - If changes have been made to the vehicle by or on the instruction of the client, unless all this has been done fully in accordance with a written advice given by us or after written permission has been obtained from us.
- 13.9 The warranty on work is limited to the re-performance of the original work by us at our expense. The travel and/or transport costs to be incurred by us in connection with the performance of warranty work shall be borne by the client. If, in our opinion, the performance of guarantee work is not (or no longer) possible or meaningful, the client shall be entitled to reasonable compensation instead, up to a maximum of the invoice amount of the original work not performed properly.
- 13.10 The guarantee work carried out on the basis of this article shall again be guaranteed under the same conditions.
- 13.11 Warranty exclusions are:
- emergency repairs;
  - defects in materials or parts prescribed or made available by the client;
  - defects that are the result of designs, drawings, constructions or working methods made available by the client or advice given by the client;
  - deviations in the colour or quality of the lacquer layer that are considered permissible or unavoidable in the sector.
- 13.12 Any complaints, both with regard to vehicles delivered by us (including quality and/or dimensions) and with regard to work carried out as well as with regard to invoice amounts, must be submitted to us in writing within 8 working days after receipt of the vehicle, respectively after the work was carried out, respectively after receipt of the invoice, with an accurate statement of the facts to which the complaint relates, failing which no further complaints can be made.
- 13.13 If it is not reasonably possible to discover the defect within the aforementioned period, the client must immediately after he has discovered or should have discovered the defect submit the complaint to us in writing. No further claims can be made in respect of defects discovered after the expiry of the guarantee period and, if this is not clear, after the expiry of one year after delivery.
- 13.14 Minor or industry-specific deviations and differences in quality, number, size or finish, as well as differences in the execution of the work, cannot constitute grounds for complaints.
- 13.15 Complaints with regard to certain products or with regard to certain work shall not affect the client's obligation with regard to other products or parts of the agreement. If we replace parts of a product or if we completely replace a product, we become the owner of the replaced (old) product.
- 13.16 The claimed products can only be returned if we agree to this in writing. Tailor-made products made by us at the request of the client cannot be returned, unless we agree to this in writing. We reserve the right to charge the return costs to the client.
- 13.17 Complaints regarding defects will not be honoured if the products have been processed, or if these defects have not been reported within the above-mentioned periods.
- 13.18 After a complaint we will be given the opportunity to check the products, for which the client will cooperate fully. Complaints regarding products that cannot be checked by us are not possible.

- 13.19 The client cannot assert any claim against us in respect of complaints about defects in products as long as the client has not yet fulfilled any obligation towards us, even if not directly related to this.

#### ARTICLE 14. DAMAGE ASSESSMENT

- 14.1 If we have carried out a damage assessment on the instruction of the client, the client shall be obliged to pay all related costs to us unless the client instructs us to repair the defect in question or the client, as a result of the assessment, proceeds to purchase a new vehicle from us.

#### ARTICLE 15. SALE WITH EXCHANGE

- 15.1 If, in the event of the sale of a vehicle for exchange of a used vehicle, the client continues to use the vehicle to be exchanged in anticipation of delivery, the client shall be under the obligation to look after the vehicle with due care.
- 15.2 The vehicle to be exchanged shall not become our property until we have actually obtained possession of the vehicle.
- 15.3 During the use referred to in paragraph 1 of this article, the risk for the vehicle rests with the client and all costs, in particular those of maintenance and any damage caused by whatever cause, also as a result of loss, including not handing in the valid complete registration certificate and any other official documents, shall be borne by the client.
- 15.4 If, in our opinion, the vehicle to be exchanged is no longer in the same condition as at the time the agreement was concluded when we actually obtain the disposal of that vehicle, we shall be entitled to refuse the exchange and to demand payment of the agreed purchase price of the vehicle, or to reassess the vehicle to be exchanged and to take the value at that time into account.
- 15.5 If, in our opinion, the vehicle to be exchanged shows defects that could only be established after the actual provision, but of which it is established by objective standards that these defects were already present at the time the agreement was concluded, the client must compensate us for the damage that arises as a result. Damage shall be understood to mean, among other things, a reduction in the appraised value.

#### ARTICLE 16. RETENTION OF TITLE

- 16.1 The ownership of the products and/or vehicles, notwithstanding the actual delivery, shall not pass to the client until the client has paid all our claims regarding the compensation of the products delivered or to be delivered by us to the client pursuant to the agreement, or any similar agreement, or pursuant to such an agreement also work performed or to be performed for the client, as well as regarding claims due to failure to perform such agreements.
- 16.2 During the period that ownership of a vehicle has not yet passed to the client in accordance with the provisions of paragraph 1 of this article, but delivery has already taken place, the client shall keep the vehicle all-insured and shall not be permitted to alienate, encumber, pledge, rent, lend or in any way make the vehicle available to third parties or transfer it as security to third parties. If the vehicle is sold or transferred to a third party, the claim that arises from the delivery of the vehicles to the third party buyer shall be silently pledged in advance on our behalf and the client undertakes to cooperate in any registration thereof. In the event that delivered and/or manufactured products are subject to accession and/or conversion, a pledge shall already now be established on the product of which our product has become a component. The client shall indemnify us during the aforementioned period against claims of third parties on the vehicle.
- 16.3 During the period referred to in paragraph 2, the client shall be obliged to return the products and/or vehicles sold to us in good condition at our first request. If the client fails to fulfil his payment obligations towards us or if we have good reason to fear that he will fail in his obligations, we shall be entitled to take back the products delivered by our retention of title.
- 16.4 The client is obliged to store products delivered subject to retention of title with the necessary care and as our recognisable property.

### ARTICLE 17. DISSOLUTION

- 17.1 If the client fails to meet any (payment) obligation arising from any agreement entered into with us, or fails to do so on time or properly, despite a summons stating a reasonable term, as well as in the event of an application for or granting of a suspension of payment, bankruptcy or forced administration, or liquidation of the client's company, we shall be entitled to dissolve the agreement or part thereof without notice of default or judicial intervention being required.
- 17.2 As a result of the dissolution, claims existing on both sides will become immediately due and payable. The client is liable for any damage suffered by us, including interest and loss of profit.
- 17.3 If the provisions of paragraph 1 occur and the client receives a benefit that he would not have had in the event of proper performance, we shall be entitled to compensation for our loss up to the amount of this benefit.
- 17.4 Except insofar as these general terms and conditions provide for this, the parties waive the right to dissolve (have dissolved) the agreement concluded with us in whole or in part.
- 17.5 To the extent legally possible, the parties also waive the right to (have) destroy(ed) the agreement concluded with us in whole or in part or to claim a change in the consequences thereof in court.

### ARTICLE 18. FORCE MAJEURE

- 18.1 In the event that force majeure delays or prevents the execution of the agreement, both we and the client are entitled to dissolve the agreement in writing, without this giving the client any claim to compensation.
- 18.2 Force majeure on our part includes any circumstance beyond our control that prevents or delays the normal execution of the agreement. Circumstances giving rise to such force majeure shall in any case apply if:
  - the production or supply of a certain item is discontinued;
  - we have sold to the client a vehicle that is yet to be exchanged and this vehicle cannot be delivered to the client due to circumstances that cannot be attributed to us;
  - loss, damage and/or delay during and by transport, extreme absenteeism due to illness of the personnel, actions/measures at customs, including (temporary) closure of certain geographical areas, fire, theft and other serious disturbances in our company or our supplier.

### ARTICLE 19. LIABILITY

- 19.1 Except for intent or gross negligence on the part of us or our managers (including executive subordinates), our liability is limited to our guarantee obligations as described in article 13 and we are not liable for any damage whatsoever, regardless of whether that claim is based on an agreement concluded with us, tort or otherwise.
- 19.2 If we should nevertheless be liable for damage and this damage cannot be attributed to intent or gross negligence on the part of us or one of our managers (including executive subordinates), our liability will always be limited to direct damage to property or persons and will never extend to any trading loss or other consequential damage, including loss of income.
- 19.3 In the event that we are liable for damage and if this damage cannot be attributed to intent or gross negligence on the part of us or one of our managers (including executive subordinates), our liability is furthermore limited to the price at which the client purchased the product, or to an amount paid by the client for the order, at least up to a maximum of the current market value of the vehicle concerned.
- 19.4 In the event that a final judicial decision that has the force of res judicata finds the provisions of sub 19.2 and/or 19.3 to be unreasonably onerous, our liability shall be limited to that damage and to a maximum of the amount against which we are insured or would reasonably have been insured in view of the use that applies in the sector.
- 19.5 If the client is a consumer, the statutory provisions shall apply to our liability.
- 19.6 The client shall be obliged to indemnify or hold us harmless in respect of all claims by third parties for compensation of damage, costs or interest for which our liability is excluded in this condition in relation to the client.
- 19.7 We shall never be liable for damage caused by work relating to products that do not form part of our normal activities and are performed by us as a service at the express request of the client. These activities will take place at the expense and risk of the client.

- 19.8 We will insure the risk of loss of or damage to the client's goods, which we have in our possession, for the period that we have these goods in our possession. We are liable for goods handed over to us by the client, regardless of any external cause and regardless of whether the damage or loss occurs during the period that we have these goods under an agreement with us, only insofar as the insurer in question reimburses the damage in question. An 'external cause' does not include the processing of the goods. Vehicles put outside the gate by the client shall not be deemed to have been handed over to us, this is at own expense and risk.
- 19.9 If this agreement concerns goods that we purchase or have purchased from third parties, our responsibility and/or liability shall be limited to that for which that supplier is responsible and/or liable to us. This provision shall only apply insofar as such application is more favourable to the client than application of the above provision.
- 19.10 We are not obliged to offer the client replacement transport or to arrange transport of the transported goods, nor is the client entitled to compensation of the costs of replacement transport.

### ARTICLE 20. INTELLECTUAL PROPERTY RIGHTS

- 20.1 All intellectual property rights and/or rights with regard to products of the intellect that we develop or use during the execution of the order, including advice, working methods, (model) contracts, systems, system designs, etc., are vested in us, insofar as they do not already accrue to third parties.
- 20.2 Without our express prior consent, the client is not permitted to reproduce, disclose or exploit the products of the intellect or the recording thereof on data, whether or not together with or through the involvement of third parties.

### ARTICLE 21. DEVIATING STIPULATIONS

- 21.1 If special conditions have been agreed upon for the sale of certain of our products, in the event of conflict with these general terms and conditions, these special conditions shall prevail insofar as they relate to those particular products. For the rest, these general terms and conditions retain their validity.

### ARTICLE 22. PROCESSING OF PERSONAL DATA

- 22.1 The data of the client will be processed by us. We are also entitled to make these data available to third parties. As far as the processing of personal data is concerned, these are processing operations within the meaning of the Personal Data Protection Act. On the basis of this processing, we can execute the agreement, fulfil the guarantee obligations towards the client, provide optimal service, provide the client with product information and personalized offers in good time. If it concerns the processing of personal data for the purpose of direct mailing, any objections registered with us by the client will be honoured.
- 22.2 The client is aware that vehicles sold by us are (or may be) equipped with software systems that store information about the vehicle. The client explicitly allows this information to be made available to the manufacturer of the vehicle and its affiliated companies within the framework of promotion, product development, after-sales and fault detection. The manufacturer will not distribute this information to companies not affiliated with it without the consent of the client, unless the manufacturer is legally obliged to do so. The client shall ensure that, prior to the use of the vehicle, the drivers are aware of the existence of the software systems and/or obtain their approval for the use of the information these systems store, in accordance with the law. The manufacturer does not have access to the personal data of the drivers.

### ARTICLE 23. APPLICABLE LAW AND COMPETENT COURT

- 23.1 The provisions of the Vienna Sales Convention are not applicable, nor are any other (future) international regulations concerning the purchase of movable property, the operation of which can be excluded by the parties.
- 23.2 All agreements to which these general terms and conditions apply in whole or in part shall be governed by Dutch law.

- 23.3 All disputes arising from or related to the agreement shall, insofar as mandatory legal provisions do not oppose this, exclusively be submitted to the competent court in the district of our place of business. Without prejudice to the above, we are always entitled to submit a dispute with the client to the competent court in the district of the place of business of the client.
- 23.4 In the event of a (impending) dispute, we shall be entitled to have one or more experts carry out an assessment at the client's premises.

#### ARTICLE 24. DECISIVE TEXT

- 24.1 These general terms and conditions are available in the original Dutch text as well as in various translations. In the event of any ambiguity and/or inconsistency between (one or more of) the provisions of the original Dutch text and the relevant translation, the interpretation of (the) Dutch provision(s) shall prevail.