

GENERAL SALES AND SUPPLY CONDITIONS

of Nebim B.V., Nebim Used Trucks B.V., Nebim Lease & Verhuur N.V., Nebim Koeltechniek B.V., and Nebim L.C.V. B.V., whose registered offices and principal places of business are in Weert and Elsloo, and filed with the Chamber of Commerce in Limburg

Article 1. definitions

- 1.1 Nebim B.V., Nebim Used Trucks B.V., Nebim Lease & Verhuur N.V., Nebim Koeltechniek B.V., Nebim L.C.V. B.V. and their subsidiaries, as well as their legal successors under general title, are the users of these general conditions, and shall hereinafter be referred to with "we" and "us".
- 1.2 The term "client" shall be understood to mean all (legal) persons to whom we issue our offers, as well as the persons who issue offers to us, and the persons who issue orders to us, and/or the persons with whom we enter into an agreement, and moreover all those persons with whom we have formed a legal relationship, and in addition to these persons, their representatives, authorised agents, legal successors, and heirs.
- 1.3 The terms "products" and/or "vehicles" mean all products and/or (second-hand) vehicles, means of transportation, trucks (components), parts, etc., that are supplied to the client subject to these general conditions, as well as all services and activities (such to include repair work) performed by us for the client and/or advice given by us to the client.

Article 2. applicability

- 2.1 These general conditions are applicable to all our offers, agreements, contracts for the delivery of services (concerning the performance of activities by us) as well as to all legal undertakings, supplies, and work carried out by us, such to include all pre-contractual situations and all legal relationships to be concluded with us in the future in relation to amongst other things the sale of second-hand (commercial) vehicles, trucks, truck components, (second-hand) transport vehicles, parts, and accessories, as well as the modification and production of chassis and cabs, the design and production of parts, the carrying out of repairs, servicing, and any other work on the products and/or vehicles.
- 2.2 Derogations and additions to these general conditions are only binding for us if they have been agreed in writing.
- 2.3 If one or more provisions in these general conditions are found to be null and void, voidable, or invalid, the other provisions of these general conditions shall remain fully in force.

Article 3. offers

- 3.1 All our offers and quotations are without obligation, unless they include a deadline for acceptance, in which case the offer shall become null and void after this deadline.
- 3.2 Any changes and/or commitments made by us after the offer, either verbal or in writing, shall constitute a new offer, and thus the previous offer shall become null and void.
- 3.3 All offers are based on the implementation of the agreement by us under normal circumstances and during normal working hours, unless otherwise has been explicitly stated in writing.
- 3.4 All descriptions in publicity/advertising materials are without obligation and are subject to change. The contractor does not guarantee the accuracy, the completeness, or currency of such descriptions, such to include (vehicle) specifications, emission levels, fuel consumption, etc. The client cannot derive any rights from catalogues and other pre-printed information and/or errors in such.

Article 4. formation of an agreement

- 4.1 All our offers are without obligation, unless stated otherwise. The agreement will be formed as of the moment of receipt by us of a written acceptance of this offer, and insofar as the client makes an offer and/or gives an order, as of the moment we accept the offer and/or the order, and/or as of the moment we commence with the execution of the order.
- 4.2 Orders placed via intermediaries, such to include agents, representatives, or resellers, shall only become legally valid after we have confirmed such in writing. Verbal agreements and conditions are only binding after they have been confirmed by us by a person authorised to do so in writing.
- 4.3 If the acceptance by the client differs from the offer, this shall constitute a new offer of the client and as a rejection of our entire offer, even if the differences only concern secondary or minor points.
- 4.4 Supplementary agreements, changes and/or commitments, either verbal or in writing, made by our personnel, representatives, sellers, or other intermediaries after the conclusion of the agreement, shall not be binding unless they have been confirmed by us to the client in writing.

Article 5. execution of activities

- 5.1 We have an obligation during the execution of the work to look after the vehicle on which the work is to be carried out with the appropriate due care and consideration.
- 5.2 The execution of repair work will be carried out based on the faults described by the client. If a clear description of the faults has not been provided, the faults identified by us will be repaired.
- 5.3 The period within which the work will be carried out can only be stated approximately.
- 5.4 As soon as we become aware of facts and circumstances that will hinder or impede the performance of the work within the stated period, we shall inform the client about such and give a new expected completion date.

Article 6. details and information

- 6.1 We will only be obligated to undertake the (further) execution of the order if the client has issued us with all the details and information we have asked for, and in the form and in the way that we have asked for. Extra costs, damages (such to include loss of interest), and/or delays caused because the required details and information have not been made available by the client, or not on time or not properly, shall be for the account of the client.
- 6.2 The client is obligated to inform us immediately about any facts and circumstances that might be important for the execution of the agreement.
- 6.3 The client guarantees the correctness, completeness, and reliability of the details and information issued to us by or on behalf of it.

Article 7. execution of the order

- 7.1 We will decide the way in which, and by which persons, the order shall be carried out, but shall take into account the wishes stated by the client as far as possible when doing so.
- 7.2 We shall carry out the work to the best of our ability and with the utmost of care; however, we cannot guarantee that the intended result will be achieved.
- 7.3 The periods within which the work has to be carried out shall only be treated as fixed in final deadlines if that has been specifically agreed in writing.
- 7.4 The agreement cannot be dissolved by the client on the grounds a deadline has been exceeded - unless it is established that fulfilment will be permanently impossible - except if we do not fulfil, or do not completely fulfil, the agreement within a reasonable period after the expiry of the specifically agreed supply period, as has been notified to us in writing.

Article 8. prices

- 8.1 The prices quoted by us are net prices and exclusive of VAT and other government levies and/or levies of third parties imposed on the sale and/or supply and/or execution of the agreement, and are based on delivery at our premises, except insofar as otherwise has been agreed in writing.
- 8.2 The prices quoted by us are listed in Euros, or in a different currency if that has been agreed by us; any exchange rate differences shall be for the risk of the client, unless otherwise is agreed in writing.
- 8.3 The prices stated by us are based on the current prices and specifications applicable at the time of the conclusion of the agreement, and on the execution of the agreement under normal circumstances.
- 8.4 We reserve the right to charge the client a proportionate price increase if after the conclusion of the agreement an increase occurs in one or more of the cost factors and/or statutory levies, such to include labour costs, insurance premiums, materials, and exchange rate changes.
- 8.5 That provided for in paragraph 8.4 shall also apply if the changes in the cost factors referred to in that paragraph are the result of circumstances that were already foreseeable at the time when the agreement was concluded.
- 8.6 If the application of paragraph 8.4 should lead to a price increase of 20% or more, and the price increase is not due to the provisions of mandatory law, the client shall have the right to dissolve the agreement by registered letter within a period of one week after we have announced the intention to increase the agreed price.
- 8.7 Insofar as otherwise has not been expressly agreed in writing, the delivery costs, service costs, and dispatch costs, etc., shall at no time be included in our prices. Unless otherwise has been agreed in writing, the workshop prices will be exclusive of the costs of materials, parts, and any costs of third parties.
- 8.8 Price increases arising out of additions and/or changes to the agreement shall be for the account of the client.
- 8.9 Costs arising because the client has failed to make the performance of the agreement possible and/or because circumstances occur that are attributable to the client, as a result of which costs arise for us, shall be charged by us to the client.

Article 9. delivery

- 9.1 Delivery times shall be set in mutual consultation, however at no time shall the delivery times and/or completion dates stated by us be considered as fixed and final deadlines, unless otherwise has been agreed in writing. In the event of late delivery and/or completion, we must be given a written notice of default, and given a reasonable period to still fulfil our obligations. A reasonable period shall in any case be the period considered reasonable within the industry.
- 9.2 If the delivery time is exceeded due to reasons that are not our fault, at no time shall the client be entitled to claim compensation or the dissolution of the agreement.
- 9.3 The stated delivery times and/or completion dates are based on the working conditions applicable at the time of the conclusion of the agreement, and on the timely delivery of the materials ordered by us for the execution of the agreement.
- 9.4 The client is obligated to accept that which is delivered by us at the agreed delivery time, in default of which all costs arising from this (such to include storage and garage charges), and any damages (such to include loss of interest), shall be charged to the client at the rates as applied by us or as applicable locally.
- 9.5 The delivery shall take place from our premises.
- 9.6 If the manufacturer, (importer) or supplier makes modifications or (construction) changes to a product, we reserve the right to supply the changed product, on the condition the changed product has at least the normal functional specifications as the original product, as well as the special functional specifications if and insofar as such have been agreed in writing between us and the client.

Article 10. risk

- 10.1 The risk for the products and vehicles sold shall be transferred from us to the client at the moment of delivery. In the case of a sale of a vehicle, the client is obligated to insure that vehicle as of the moment of delivery.
- 10.2 The ownership of the products sold shall be transferred from us to the client after delivery and after the client has paid the purchase price and all the other amounts that are owing to us pursuant to the agreement.
- 10.3 During the period that the ownership of a vehicle has still not been transferred to the client in accordance with that provided for in paragraph 2 of this article, but delivery has already taken place, the client must take out statutory liability and third-party fire and theft insurance for the vehicle, and it is not permitted to dispose of, encumber, pledge, rent, loan, or to make the vehicle available to third parties in any other way, or to hand over the vehicle to third parties as security. The client shall indemnify us during the aforementioned period for claims of third parties on the vehicle.
- 10.4 The client shall not act as or represent itself as an (authorised) reseller of new vehicles. This means in particular that all new vehicles are sold by us under the express condition that the client shall not resell the vehicle for commercial reasons in the new condition, nor enter into a lease agreement which provides for a transfer of ownership or an option to buy the vehicle before the expiry date of the agreement.

Article 11. payment

- 11.1 Unless otherwise is agreed in writing, payment shall take place at the moment of delivery. In relation to the performance of work, payment must be made by the client within 30 days after the invoice date. This period applies as a fixed and final deadline, upon expiry of which the client shall be in default. It is not permitted to off-set payments against claims that the client purports to have against us. The client will moreover be obligated towards us, at our first request, to make payment in kind by delivering to us such goods as designated by us, such to include the goods that have been delivered by us to the client (payment in kind pursuant to article 6:45 of the Dutch Civil Code).
- 11.2 In the event of non-payment within the period referred to in paragraph 11.1, interest shall be owed pursuant to article 6:119a in conjunction with 6:120 of the Dutch Civil Code, or the statutory interest if this is higher, whereby a part of a month shall be treated as a full month, commencing as of the first day after the expiry of the payment period referred to in paragraph 11.1.
- 11.3 In the event of non-payment within the period referred to in paragraph 11.1, we reserve the right to increase the amount owed by the client with the relevant judicial or extrajudicial debt collection costs. The extrajudicial debt collection costs shall be set at 15% of the amount owed, with a minimum of € 250.
- 11.4 Payments made by the client will be deemed in the first place to pay for all interest and costs owed, and then as payment for the outstanding claims under the agreement that have been outstanding the longest, even if the client states that the payment concerns a different claim.
- 11.5 Any payment discounts agreed in writing shall become null and void if payment has not been received within the payment period as agreed for such.
- 11.6 The client is not entitled to refuse or to suspend the fulfilment of its payment obligations on the grounds of an alleged defect in the products, or for any other reason whatsoever, unless the relevant defect has been acknowledged by us as such. In the latter case, the client shall be entitled to suspend the payment of a maximum of 15% of the amount owed for the relevant product until the defect has been rectified.
- 11.7 We shall at all times have the right to off-set all that which we, or one or more of our sister companies, subsidiaries, and parent companies and/or other companies belonging to the Noltten Groep B.V., are owed by the client, or its 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 relation to (one or more of) those claims.
- 11.8 In the event of liquidation, insolvency, bankruptcy, or a suspension of payments of the client, the claims against the client, on any grounds whatsoever (including those of the parties referred to in paragraph 11.7) shall become immediately payable.
- 11.9 We are at all times entitled to demand an advance payment on the amount owed by the client, and/or to demand that the client cooperate on request with the provision of sufficient security for the fulfilment of all its obligations, such to include but not limited to an irrevocable and unconditional bank guarantee issued by an accredited banking institution and/or the granting of a right of pledge and/or a deposit and/or a declaration of joint and several liability. In the event of a failure to provide security, we shall have the right to suspend the performance of the agreement, and/or to dissolve such with immediate effect, without prejudice to our right to dissolve the agreement in accordance with that provided for in article 17.

Article 12. suspension and right of retention

- 12.1 We are entitled to suspend our performance (such to include any future part deliveries) if the client fails to fulfil one or more of its obligations, or if circumstances come to our knowledge that give us good reason to believe that the client will not fulfil its obligations, unless the provisions of mandatory law stipulate otherwise.
- 12.2 We can exercise the right of retention on all goods of the client which the execution of the agreement relates to, and which we actually have in our possession in connection with the agreement, if the client does not wholly or partially fulfil the obligations associated with the execution of the agreement, or those associated with other agreements concluded with the client on account of business that we regularly conduct with the client.
- 12.3 We shall have the right to recover from the client any damages (such to include loss of interest) that we have suffered, and any costs that we have had to incur, in connection with the care of the goods that we have in our actual possession.

Article 13. guarantees and complaints

- 13.1 If and insofar as otherwise has not expressly been agreed about the functionalities of the products to be supplied, the client can only derive a claim to those functionalities that are considered to be normal within the industry.
- 13.2 Parts and materials that are replaced shall become our property, and will only be made available to the client if this has explicitly been agreed in writing.
- 13.3 A guarantee will only be given for new vehicles, parts, or accessories insofar as a guarantee has been given for such by the manufacturer,(importer) or other suppliers.
- 13.4 A guarantee will only be given for a used vehicle if and insofar as such has been provided for in the agreement.
- 13.5 No guarantee will be given for used parts or accessories.
- 13.6 We will guarantee the competent performance of the agreed work for a period of 3 months, up to a maximum of 25,000 kilometres, calculated as of the date on which the vehicle has been made available to the client once more after the execution of the work.
- 13.7 In derogation to that provided for in the previous paragraph, the guarantee for any work that we have carried out by a third party in connection with the execution of the agreement shall be limited to the guarantee that we are able to obtain from this third party.
- 13.8 The claims under the guarantee shall become null and void if:
- We are not given the opportunity to rectify the defects;
 - Third parties have carried out work without our permission, which is related to a defect that we have carried out work for in order to rectify such, and in relation to which a guarantee has been invoked;
 - In the event of the improper use of the vehicle, which shall be understood to include:
 - use of a vehicle otherwise than for the intended purpose;
 - overloading;
 - use of the wrong fuel or oil;
 - maintenance of the vehicle otherwise than as prescribed by us or by the manufacturer;
 - incompetent driving, use, and/or maintenance.
 - If modifications are made to the vehicle by and/or at the instruction of the client, unless such takes place entirely in accordance with the written advice given by us or after our written permission has been obtained.
- 13.9 The guarantee given for work shall be limited to the re-performance of the work originally carried out by us and at our expense. Any travel expenses and/or transport costs incurred by us in connection with the performance of guarantee work shall be for the account of the client. If in our opinion it is not, or no longer, possible or expedient to carry out guarantee work, then the client shall have the right to receive reasonable compensation instead of such, up to a maximum of the invoice amount for the original work that was not carried out properly.
- 13.10 The guarantee work carried out on the basis of this article shall be guaranteed once more under the same conditions.
- 13.11 Excluded from guarantees are:
- emergency repairs;
 - defects in materials or parts that have been prescribed or made available by the client;
 - defects which are the result of designs, drawings, constructions, or techniques made available by the client, or due to advice given by the client;
 - any variations in the colour or quality of the paintwork which are deemed permissible in the industry or are unavoidable.
- 13.12 Any complaints, both in relation to vehicles supplied by us (including the quality and/or dimensions) and in relation to work carried out, as well as in relation to invoice amounts, must be notified to us in writing with eight working days after the receipt of the vehicle or the completion of the work or the receipt of the invoice respectively, together with a precise description of the facts which the complaint relates to, in default of which such complaint will no longer be admissible, i.e. taken into consideration.
- 13.13 If it is not reasonably possible to discover the defect within the aforementioned period, the client must submit a complaint to us in writing immediately after the defect has been discovered or should have been discovered by it. Complaints will not be taken into consideration in relation to defects that are discovered after the expiry of the guarantee period, and in the event of uncertainty about such after the expiry of one year after the supply has taken place.
- 13.14 Minor variations or differences, or those considered to be normal within the industry, in terms of quality, number, dimensions, or finish, as well as differences in the execution of the work, shall not constitute valid grounds for a complaint.
- 13.15 Complaints in relation to particular products or in relation to particular work shall not alter the obligation of the client in relation to other products or sections of the agreement. If we replace parts of a product, or if we replace all of a product, we shall become the owner of the replaced (old) product.
- 13.16 Products that are the subject of a complaint can only be returned if we have agreed to such in writing. Products that have been customised by us at the request of the client cannot be returned unless we agree to such in writing. We reserve the right to charge the client for the costs of returning a product.
- 13.17 Complaints in relation to defects will not be accepted if the products have been processed, or if these defects are not reported within the period specified above.
- 13.18 We must be given the opportunity to inspect the relevant products after a complaint has been made, and the client shall provide its full cooperation with such. It is not possible to make complaints about products that cannot be inspected by us.
- 13.19 The client cannot derive any claims against us with respect to complaints about defects in products as long as the client has not fulfilled all its obligations towards us, including those not directly related to such products.

Article 14. damage estimates

- 14.1 If we have carried out a damage estimate at the order of the client, the client shall be obligated to pay us for all costs associated with such unless the client gives us an order to undertake the repair of the relevant damage, or unless the client decides to purchase a new vehicle from us following this damage estimate.

Article 15. sale with trade-in

- 15.1 If a vehicle is purchased subject to the trade-in of a used vehicle, and the client continues to use the vehicle to be traded in while awaiting the delivery of the new vehicle, the client shall be obligated to look after this vehicle with the appropriate due care and consideration.
- 15.2 The vehicle to be traded in shall only become our property as of the moment on which we gain actual possession of this vehicle.
- 15.3 During the usage referred to in paragraph 1 of this article, the risk for the vehicle shall lie with the client, and all costs shall be for the account of the client, in particular those associated with any maintenance and any damages due to any cause whatsoever, also as a result of the loss of (or a failure or inability to produce) all the required valid vehicle registration documents and/or registration certificates and any other official documents.
- 15.4 If the vehicle to be traded in, at the moment on which we gain actual possession over the vehicle, in our opinion is no longer in the same condition as it was when the agreement was concluded, we shall have the right to refuse the trade-in and to demand payment of the agreed purchase price for the vehicle, or to reappraise the value of the vehicle to be traded in and to conduct the transaction based on the value as appraised at that time.
- 15.5 If in our opinion the vehicle to be traded in had defects that could only be discovered after it had been physically handed over, but it is clear based on objective criteria that these defects already existed when the agreement was concluded, the client must compensate us for any damages arising for us as a result of such. The damages in question shall be understood to include any decrease in the estimated value of the vehicle.

Article 16. retention of title

- 16.1 The ownership of the products and/or vehicles, regardless of whether or not they have been delivered, will only be transferred to the client when it has paid all outstanding invoices from us in relation to the payment to be made for the products supplied or to be supplied by us to the client, or the activities carried out or to be carried out by us for the client, pursuant to the agreement, or any similar agreement, as well as in relation to any claims due to a shortcoming in the fulfilment of such agreements.
- 16.2 During the period that the ownership of a vehicle has still not been transferred to the client in accordance with that provided for in paragraph 1 of this article, but delivery has already taken place, the client must take out statutory liability and third-party fire and theft insurance for the vehicle, and it is not permitted to dispose of, encumber, pledge, rent, loan, or to make the vehicle available to third parties in any other way, or to hand over the vehicle to third parties as security. If the vehicle is sold or transferred to a third party, any claims that arise against that third party pursuant to the resupply of the vehicle shall automatically be pledged for our benefit without notice to the debtor, and the client hereby obligates itself to cooperate with any required registration of such. In the event of the ownership of the products that have been supplied and/or made by us is acquired by accession and/or by specification, a right of pledge shall be established now for then on any products which our products become a constituent part of. The client shall indemnify us against claims of third parties on the vehicle during the period referred to above.
- 16.3 During the period referred to in paragraph 2, the client shall be obligated to return the products and/or vehicles sold at our first request, and in a good condition. If the client fails to fulfil its payment obligations towards us, or if we have good reason to believe that it will fail in the fulfilment of its obligations towards us, then we shall be entitled to repossess the products supplied by us subject to our retention of title.
- 16.4 The client is obligated to look after the products supplied subject to a retention of title with the necessary due care and consideration and identifiably marked as our property.

Article 17. dissolution

- 17.1 If the client does not, or not on time or not properly, fulfil any (payment) obligation arising out of the agreement concluded with us, despite having been issued with a demand and given a reasonable period for such, as well as in the event of an application for or the granting of a suspension of payments, bankruptcy or curatorship, or liquidation of the business of the client, we shall have the right, without any notice of default or judicial intervention being required, to dissolve the agreement or a part of such.
- 17.2 On account of the dissolution, all existing reciprocal claims will become immediately payable. The client will be liable for the losses suffered by us, such to include loss of interest and loss of profits.
- 17.3 If the circumstance referred to in paragraph 1 occurs, and the client enjoys a benefit that it would not have enjoyed in the event of proper fulfilment, we shall have the right to claim compensation for our damages up to the amount of this benefit.
- 17.4 Except insofar as these general conditions provide for such, the parties hereby waive the right to wholly or partially dissolve the agreement concluded with us.
- 17.5 Insofar as it is permitted under law, the parties hereby also waive the right to wholly or partially nullify the agreement concluded with us, or to demand a change in the consequences of such in judicial proceedings.

Article 18. force majeure

- 18.1 In the event force majeure delays or impedes the execution of the agreement, both the client and we shall have the right to dissolve the agreement in writing, without this giving the client any right to payment of compensation for such.
- 18.2 Force majeure on our part shall be understood to mean any circumstance that occurs through no fault of our own, which impedes or delays the normal execution of the agreement. Circumstances that constitute force majeure shall include in any case:
- if the production and/or supply of a certain item is ended;
 - if we have sold a vehicle to the client that has not yet been traded in, and this vehicle can no longer be supplied to the client due to circumstances that cannot be attributed to us;
 - loss, damage, and/or delays caused during, and by, transport, extreme sickness absenteeism amongst the workforce, and action/measures taken by customs authorities, as well as due to the (temporary) cutting off of certain geographical areas, fire, theft, and other serious disruptions to our business or that of our suppliers.

Article 19. liability

- 19.1 Notwithstanding intent or wilful recklessness by us or by our managers (such to include management employees), our liability shall be limited to our guarantee obligations as described in article 13, and we shall not be liable for any damages whatsoever, regardless of whether or not a claim is based on contract, tort, or on any other grounds.
- 19.2 In the event we should nonetheless be held liable for damages, and if these damages are not attributable to wilful misconduct or gross negligence on our part or on the part of one of our managers (such to include management employees), our liability shall at all times be limited to the direct damage to property or personal injury, and at no time shall this extend to any loss of profits or other consequential damages, such to include loss of earnings.
- 19.3 In the event we should be held liable for damages, and if these damages are not attributable to wilful misconduct or gross negligence on our part or on the part of one of our managers (such to include management employees), our liability shall moreover be limited to the price for which the client has purchased the product, or to the amount that has been paid by the client for the order, up to a maximum amount of the current market value of the relevant vehicle.
- 19.4 If that provided for in paragraph 19.2 and/or paragraph 19.3 is ruled to be unreasonably prohibitive in a final and conclusive judicial judgement, our liability shall be limited to the damages in question, and up to a maximum of the amount which we are insured for, or reasonably would have been insured for in light of the practices customary within the industry.
- 19.5 If the client is a retail customer, our liability will be subject to the statutory regulations on such.
- 19.6 The client is obligated to indemnify and compensate us in relation to all claims of third parties for compensation of damages, costs, and interest charges for which our liability towards the client is excluded under the terms of this clause.
- 19.7 At no time shall we be liable for damage caused by work in connection with the products if this type of work is not normally carried out by us, but which has been carried out by us as a special service at the explicit request of the client. These activities shall be carried out for the account and risk of the client.
- 19.8 We will take out insurance against the risk of loss and damage of the goods of the client that we have in our position for the period that we have these goods in our possession. We shall only be liable for the goods that the client has handed over to us, regardless of the external cause and regardless of the damage or loss caused, during the period that we have these goods in our possession pursuant to the agreement, and insofar as the relevant insurance company makes an insurance payment for the relevant damage or loss. The term 'external cause' shall not be understood to include the processing of the goods.
- 19.9 If this agreement involves goods that we source or have sourced from third parties, our responsibility and/or liability shall be limited to that which the relevant supplier is responsible and/or liable towards us for. This clause will only be applicable insofar as the application of such will be more advantageous for the client than the application of the previous clauses.
- 19.10 We will not be obligated to offer the client replacement transport, nor to provide transport for that being transported, nor will the client be entitled to compensation for the cost of the replacement transport.

Article 20. intellectual property rights

- 20.1 All intellectual property rights and/or rights in relation to intellectual products that we develop or use for the execution of the order, such to include advice, working methods, (model) contracts, systems, system designs, etc., shall be vested in us insofar as they are not already vested in third parties.
- 20.2 The client is not permitted to reproduce, disseminate, or exploit intellectual products or accounts or descriptions of such, either alone or together with third parties, or by engaging third parties for such, without our express prior consent.

Article 21. non-standard conditions

- 21.1 If special conditions are agreed in connection with the sale of specific products of ours, in the event of any conflict of such with these general conditions, these special conditions shall prevail insofar as they relate to these specific products. These general conditions shall remain applicable in all other respects.

Article 22. processing of personal data

- 22.1 The details of the client will be processed by us. We are moreover permitted to make the details available to third parties. Insofar as it concerns the processing of personal details, this means data processing in the sense of the Personal Data Protection Act. The processing of these details enables us to carry out the agreement, to fulfil the guarantee obligations towards the client, to provide an optimal service, to provide the client with timely product information, and to make personalised offers to the client. If the processing of personal details is used for direct mailing, we will desist with such if the client submits a written notice of objection by registered letter.
- 22.2 The client is aware that the vehicles sold by us may be fitted with software systems that record information about a vehicle. The client explicitly consents to this information being made available to the manufacturer of the vehicle and to companies allied to it for the purposes of promotion, product development, after sales, and the detection of faults. The manufacturer shall not share this information with companies that are not allied to it without the permission of the client, unless the manufacturer is obligated to do so by law. The client shall make sure that the drivers are aware of the existence of the software systems prior to the use of the vehicle, and/or obtain their approval for the use of the information registered by the systems, in accordance with that provided for under the law. The manufacturer will not be given access to the personal details of the drivers. The location of the vehicle will only be registered if the driver activates the assistance button in order to contact the 24/7 assistance service of the manufacturer. The client agrees that the parameters on the vehicle can be updated remotely by the manufacturer in connection with product development. The client will be responsible for making sure that every new owner or user of the vehicle accepts that provided for in paragraph 2 of this article as if the new owner or user is the client itself.
- 22.3 We will pass on the personal details of the client, or the details of the driver reported by the client, to the Rijksdienst voor het Wegverkeer (Government Road Transport Agency), which in turn will pass on these details to the Stichting Rai Data Centrum (RDC). The RDC will register these details in the central database of the automotive industry in the Netherlands. The details registered in the central database will be used by the RDC to send out notifications for periodical testing and for any recall measures of the manufacturer or the importer.
- 22.4 If the client does not wish to have these details registered in the database of the RDC, it can notify this in writing to the RDC, PO Box 74707, 1070 BS Amsterdam.

Article 23. applicable law and competent court

- 23.1 The provisions of the Vienna Sales Convention are not applicable, nor are those of any other (future) international convention in relation to the purchase of movable property, the operation of which can be excluded by the parties.
- 23.2 All agreements which these general conditions wholly or partially apply to shall be governed by Dutch law.
- 23.3 All disputes arising out of or associated with this agreement, insofar as the provisions of mandatory law do not stipulate otherwise, shall be exclusively submitted to the competent court in the district where we have our registered office. Notwithstanding that provided for in the previous sentence, we will be entitled at all times to submit any dispute with the client to the competent court in the district where the client has its registered office or place of abode.
- 23.4 In the event of a (possible) dispute, we have the right to have an appraisal carried out by one or more experts at the premises of the client.

Article 24. final provision

- 24.1 These general conditions are available in the original Dutch text and have been translated into various languages. In the event of any ambiguity and/or inconsistency between (one or more) of the provisions in the original Dutch text and a particular translation of such, the (interpretation of the) provisions in the Dutch text shall prevail.