

## **GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT V23.1**

### **ROELOFSEN CARROSSERIEBOUW RAALTE B.V.**

#### **Article 1. Definitions and general**

##### **1.1**

Some important terms used in these Terms and Conditions are defined as follows:

Roelofsen: the private limited company Roelofsen Carrosseriebouw Raalte B.V., registered with the Chamber of Commerce under no. 38018475 and all affiliated companies to which these Terms and Conditions are declared applicable;  
Other Party: the client, company or consumer, that instructs Roelofsen to carry out  
Work within the framework of the Agreement;  
Offer: a written invitation from Roelofsen to the Other Party to enter into an Agreement;  
Agreement: agreement between the parties concerning the Work to be carried out by Roelofsen for the Other Party;  
Conditions: these General Terms and Conditions of Roelofsen, which are part of the Agreement;  
Object: the movable property to which the Agreement relates, such as a car, a company car, a trailer and any part of or for a vehicle;  
In Writing: by email, app, SMS, post, digital portal or any other legible method of communication;  
Work: all activities, services, goods and deliveries by Roelofsen for / to the Other Party within the framework of the Agreement;  
Additional Work: extra Work by Roelofsen for the Other Party that arises after the Agreement has been concluded;  
Prices and/or all amounts mentioned in these General Terms and Conditions of Delivery and amounts Payment are exclusive of VAT

##### **1.2**

In the event of a difference of opinion regarding the interpretation of a provision of these general terms and conditions, the interpretation of the Dutch text shall be decisive.

#### **Article 2. Applicability**

##### **2.1**

Roelofsen is a producer of means of transport and these Conditions apply to, and form an inseparable part of the Agreement and any subsequent Agreement between the parties.

##### **2.2**

Prior to the Agreement and each time the Conditions are renewed, Roelofsen shall provide the Other Party with the Conditions in such a way that the Other Party can take note of them.

##### **2.3**

In the event of a conflict between the Agreement and the Conditions, the Agreement shall prevail.

##### **2.4**

Roelofsen expressly rejects the applicability of the General Terms and Conditions of the Other Party.

#### **Article 3. Offer / Agreement**

##### **3.1.**

Offers made by Roelofsen to the Other Party are in writing and without obligation and do not result in obligations for the parties.

### 3.2

By accepting the Quote in writing without any changes and without reservation the Other Party issues an order to Roelofsen and the Agreement is concluded.

### 3.3

If the Other Party changes or supplements the Quotation, no acceptance is deemed to have taken place and no Agreement is concluded.

### 3.4

An Offer made by Roelofsen shall lapse after six calendar weeks from its date, unless otherwise stated in writing. Subsequent acceptance shall not automatically result in an Agreement.

### 3.5

In the case of articles 3.3, 3.4 and 4 Roelofsen shall provide the Other Party with a substitute or supplementary Offer, which shall lead to the Agreement by its acceptance (article 3.2).

### 3.6

Deviations, amendments and additions to the Agreement shall be recorded as far as possible in accordance with Articles 3.1 and 3.2, subject to Articles 4.3 and 4.8.

### 3.7.

The quoted price does not include, unless expressly agreed otherwise in writing, any delivery costs, service costs and costs for shipping, etc.

### 3.8

Roelofsen is not liable for obvious errors and typing mistakes in the Offer/Order/Agreement.

### 3.9

The Other Party will not transfer the rights and obligations arising for it from any agreement with Roelofsen to a third party, either jointly or separately, without prior permission from Roelofsen. Roelofsen is entitled to attach conditions to its consent.

### 3.10

Roelofsen reserves the right to transfer the rights and obligations arising for it from agreements with the Other Party jointly or separately to third parties. Where necessary, the Other Party gives Roelofsen permission to do so in advance. Roelofsen or the person to whom Roelofsen transfers rights or obligations will inform the Other Party thereof afterwards.

## **Article 4. Work / Additional work and reduced work / provisional sums**

### 4.1

Roelofsen shall perform the Work properly, with good workmanship, in accordance with generally applicable standards and in accordance with the Agreement.

### 4.2

Roelofsen shall ensure that the Work performed and the Object upon completion comply with the applicable legal requirements in the Netherlands, unless this was not the case prior to the Work and this was not explicitly agreed between the parties.

### 4.3

Roelofsen may under or exceed amounts in the Agreement by no more than 10%, without this constituting grounds for a complaint by the Other Party or cancellation of the Agreement or the necessity for a new Agreement in accordance with article 3, unless other changes are also involved.

4.4

Article 4.3 shall also apply in the case of provisional sums, time estimates and quantities included in the Agreement, which Roelofsen can only determine definitively after its Work.

4.5

Roelofsen shall explain to the Other Party any excess after it has established or foreseen an excess in accordance with articles 4.3 and 4.4.

4.6

If an excess in accordance with articles 4.3 and 4.4 exceeds 10% Roelofsen shall consult with the Other Party. The parties can then continue the Agreement and, with regard to the excess, conclude a new Agreement in accordance with Article 3.

4.7

If there is extra work, the parties shall conclude a new Agreement in accordance with Article 3 for the Work in question.

4.8

If the Other Party does not respond to an Offer concerning Additional Work and is unavailable while Additional Work is being carried out under time pressure, Roelofsen may still carry out the Additional Work as an Agreement without the applicability of articles 3.1, 3.2 and 3.4, provided that this Additional Work is necessary and/or logical, is clearly reasonable and represents added value for the Other Party and its Object.

4.9

In case of articles 4.6 and 4.7, Other Party may terminate the Agreement. The Agreement shall be valid until termination and Other Party shall pay the agreed fee for the Work performed until then, with application of article 4.3, after which Roelofsen shall deliver the Object in an assembled and usable condition as much as possible.

## **Article 5. Prices/invoices**

5.1.

Roelofsen shall only state the prices of possible options in the Quotation. Prices in the Offer are exclusive of VAT and BPM. Roelofsen shall only state the total price on its invoice; if applicable, VAT and BPM shall be stated separately.

5.2

Changes in Roelofsens prices and wages and changes in the prices of labour, materials and knowledge to be purchased may be passed on to the Other Party, provided that these are regular and reasonable.

5.3

The Other Party shall make any objections to price changes and invoices known to Roelofsen within five working days of receiving the notification or the invoice, giving reasons.

5.4

Objections pursuant to Article 5.3 shall not give rise to a right to suspension of payment.

5.5

Changes in taxes, excise duties and similar government levies shall at all times be passed on in both the fixed and the non-fixed price agreed for new and used means of transport.

5.6

Without prejudice to the provisions of Article 5, sections 1 to 5, in addition to the changes referred to above, price increases resulting from changes in factory and/or importer's prices and exchange rates may be passed on in the price not included in the fixed agreement. After notification of this change, the Other Party has the right to dissolve the Agreement if the increase in the stipulated price by the Other Party takes place after the Agreement has been concluded. Dissolution must take place within ten working days after such notification. Any work already carried out must be paid for by the Other Party upon dissolution of the Agreement.

## **Article 6. Payment**

6.1.

Roelofsen may invoice its Activities periodically, in the interim, by advance or upon delivery of the Object.

6.2

Roelofsen may apply a term of payment of between eight and thirty days to its invoices and shall record this term in its Offer.

6.3

In case of invoicing upon delivery of the Object, Roelofsen may require immediate payment by the Other Party.

6.4

Roelofsen may require security from the Other Party for the payment of its invoices. Think of providing a bank guarantee.

6.5

Roelofsen shall stipulate its payment conditions as far as possible in the Offer.

6.6

Payment of Roelofsens invoice shall be immediately due and payable by the Other Party, without notice of default and with immediate effect, if:

- a. A moratorium or bankruptcy has been applied for or granted in respect of the Other Party or if there is a question of cession of assets or death;
- b. An attachment has been or is being made in respect of the Other Party;
- c. the company or shares of the Other Party are transferred, alienated, discontinued, etc.

6.7

If the Other Party does not pay an invoice of Roelofsen in time and in full, Roelofsen shall first remind the Other Party in writing with a period of 14 days, second time in writing with a period of 8 days and third time in writing with a period of 14 days. Roelofsen shall on each occasion give notice of default to the Other Party and point out the contents of Article 6.8.

6.8

In the event of default the Other Party shall be liable, after the summons as referred to in Article 6.7, for 1% interest per (part of a) month over the unpaid principal sum until the payment is made in full, as well as for extrajudicial collection costs of 15% over the unpaid principal sum plus the interest due, with a minimum of € 250 per unpaid invoice, to the extent permitted by law.

6.9

In the case of any default after the summons in accordance with article 6.7 Roelofsen may take legal

action against the Other Party. The Other Party shall be liable for all costs incurred by Roelofsen in this regard, including full attorney's fees.

6.10

Payments made by the Other Party shall first be applied to reduce Roelofsens costs, then collection costs, then interest and only then Roelofsens unpaid principal amount in order from oldest to newest.

6.11

Roelofsen may set off any payment made by the Other Party against its older unpaid invoices, regardless of the intention of the Other Party in making the payment.

**Article 7. Delivery period**

7.1

A delivery period indicated by Roelofsen for the Object is without obligation and not final within the meaning of Section 6:83(a) of the Dutch Civil Code.

7.2

Roelofsen shall inform the Other Party as soon as it reasonably expects that the delivery period will be exceeded and confirm the arrangements in writing.

7.3

Exceeding a delivery period as a result of an amendment to the Agreement, additional work or non-compliance with the (payment) conditions of the Agreement by the Other Party is not attributable to Roelofsen and Roelofsen is not liable for failure to meet the delivery term in any way related.

7.4.

Roelofsen shall deliver the Object to the Other Party immediately after completion of its work in accordance with the (Additional) Agreement by means of the written notification of its completion.

7.5

The risk of the goods sold is transferred to the Other Party at the time of delivery. In the event of sale of a vehicle, the Other Party is obliged to insure the vehicle from the moment of delivery.

7.6

During the period that the ownership of an item has not yet been transferred to the Other Party in accordance with the provisions of paragraph 2 of this article, but delivery has already taken place, the Other Party must keep the vehicle W.A. + hull insured and he is not permitted to alienate, encumber, pledge, rent, lend the vehicle, to make it available to third parties in any other way or to transfer it to third parties as collateral. The Other Party indemnifies Roelofsen during the aforementioned period against claims from third parties on or in connection with the vehicle.

7.7

If, in spite of the previous paragraph, an item is sold to a third party, the claim against the third party arising from this sale will be pledged to Roelofsen in advance and the Other Party hereby undertakes to participate in the registration of that pledge. If a good sold and delivered by Roelofsen, the ownership of which is still reserved by Roelofsen, becomes the property of the Other Party through accession, mixing or formation of the object, a right of pledge will be established for the benefit of Roelofsen on the good of which the sold and delivered good is a component or has become part of.

7.8

During the period of retention of title, the Other Party is obliged to return the goods to Roelofsen in good condition at Roelofsens first request. If the Other Party fails to fulfill its payment obligations

towards Roelofsen or if Roelofsen has good reason to fear that the Other Party will fail to fulfill its obligations, Roelofsen is entitled to take back the goods delivered under retention of title.

#### 7.9

The Other Party is obliged to store goods delivered under retention of title with due care and as recognizable property of Roelofsen.

#### 7.10

If the delivered Object is not taken possession of in time in accordance with the agreements, Roelofsen may charge Other Party for storage costs of at least € 50 per day. Roelofsen shall give the Other Party timely notice thereof.

#### 7.11

If the Other Party, after having been warned to do so twice in writing, does not collect the goods to be delivered within the reasonable period specified in the second warning, the Other Party hereby gives Roelofsen permission to sell the goods to a third party and the price for this sale is due to Roelofsen to cover the costs of storage and the purchase price of the goods. In that case, the other party remains obliged to reimburse Roelofsen for the costs incurred.

### **Article 8. Registration**

#### 8.1

Roelofsen realizes and produces the object in accordance with the requirements of the Dutch Road Traffic Act, based on European directives, so that the object meets the registration conditions of at least the Netherlands.

#### 8.2

National regulations of various EU and non-EU countries can make registration more difficult and/or not possible in the desired country of registration. In order to comply with these regulations, Roelofsen is not obliged to carry out the necessary adjustments without further ado and will only carry out the work after written agreement between Roelofsen and the Other Party.

#### 8.3

The other party is liable for all costs involved arising from work as stated in art. 8.2.

#### 8.4

Roelofsen is not liable for exceeding the delivery term in any way due to these activities, in accordance with art. 7.3. If the desired registration is not possible, Roelofsen is not obliged to take back delivered goods.

### **Article 9. Cancellation**

#### 9.1

The Other Party is entitled to cancel the purchase agreement.

This cancellation can only take place in writing, within four working days after the conclusion of this Agreement, but expressly not after delivery has taken place.

#### 9.2

The Other Party shall be obliged within ten days after this cancellation to compensate Roelofsen for all damage it suffers as a result of the cancellation. This loss is fixed at 15% of the purchase price including accessories of the cancelled goods. If the Other Party has not paid this compensation after ten days, Roelofsen shall be entitled to inform the Other Party in writing that it demands compliance with the Agreement entered into. In that case the Other Party can no longer invoke the cancellation.



### 9.3

The obligation of the Other Party to pay these damages is a debt within the meaning of Article 6 of these General Terms and Conditions for which a time of payment has been expressly agreed.

### 9.4

The authority to cancel shall lapse if the Other Party sells a new or used product (or parts and accessories for it) by way of purchase within the scope of the Purchase and Sale Agreement, if the Object to be purchased has been delivered to the Other Party by the Other Party.

## **Article 10. Sale with purchase / trade-in**

### 10.1

If, in the case of the sale of a product or other item against the purchase of a used product or used other item, the Other Party continues to use the old product or other item in anticipation of the surrender of the purchased product or purchased other item, the latter shall not become the property of Roelofsen until its actual delivery to Roelofsen. As long as the Other Party continues to use the item it shall be entirely at its expense and risk.

### 10.2

If, pursuant to the Agreement, Roelofsen purchases a used product or used other item from the Other Party, but Roelofsen has not inspected the used product or other used item purchased for a reason that can in all reasonableness be attributed to the Other Party, the purchase agreement shall be concluded on the basis of the purchase declaration submitted by the Other Party and signed by it. If upon the actual delivery of the product or other item purchased used in the execution of the purchase agreement defects are found that could not have been known to Roelofsen according to the purchase declaration, the costs of rectifying these defects and any reduction in value resulting from these defects may be charged to the Other Party in an itemised manner without prior notice of default. These costs and/or depreciation will be set off against the (trade-in) price to be paid to the Other Party.

### 10.3

The provisions of paragraph 1 are without prejudice to Roelofsens right to dissolve the purchase agreement if the deviation from the purchase statement justifies such dissolution. If as a result of this dissolution the Other Party is unable to pay the purchase price agreed with Roelofsen for the product or other item, the Other Party may cancel the purchase agreement for the product or other item in writing within eight working days after it has been dissolved by Roelofsen, provided that it compensates Roelofsen within ten working days for all damage it has suffered as a result of the cancellation. These damages are set at 15% of the purchase price of the cancelled product or other item. If the Other Party has not paid this compensation after ten working days, Roelofsen shall be entitled to inform the Other Party in writing that it requires compliance with the Agreement entered into. In that case the Other Party can no longer invoke the cancellation. The Other Party's obligation to pay this compensation shall be a debt within the meaning of article 6 of these General Terms and Conditions, for which a time of payment has been expressly agreed.

## **Article 11. Repair/Maintenance and Warranty**

### 11.1

During the performance of Repair, Maintenance and Warranty Work, Roelofsen will take due care of the vehicle on which the work is being performed.

#### 11.2

Before or when giving a repair or maintenance instruction the Other Party may require a statement of the price of the Work and the period within which the Work will be carried out. The price and term quoted by Roelofsen shall be approximate.

#### 11.3

The performance of repair work is based on the complaints indicated by the Other Party. If no clear description of complaints is available, the defects found by Roelofsen will be repaired. Roelofsens judgment regarding the necessity of carrying out work is binding for the Other Party.

#### 11.4

The period within which the work will be carried out can only be indicated approximately. As soon as Roelofsen has reason to suspect that the work cannot be carried out within the specified period, the Other Party will be notified of this, stating the expected new delivery date.

#### 11.5

If the estimated price is exceeded or is in danger of being exceeded by more than 15%, Roelofsen shall contact the Other Party in order to discuss the additional costs. The Other Party shall then be entitled to terminate the Agreement, subject to two calendar weeks' notice, while compensating Roelofsen for the Work already carried out.

#### 11.6

Prior to issuing a repair or maintenance instruction, the Other Party must present the vehicle clean and free of load. Should Roelofsen still need to clean the vehicle in order to properly carry out the maintenance or repair, the Other Party shall be charged a minimum of € 150,- for cleaning costs. If there are any disposal costs, these shall also be charged to the Other Party.

#### 11.7

The (old) parts and materials that remain after the completion of the Work become the property of Roelofsen, unless the parties have agreed otherwise in writing. In that case the Other Party shall take these parts and/or materials with it immediately upon delivery of the Object.

#### 11.8

If the Other Party has repairs or maintenance carried out by third parties, not related to Roelofsen, all claims of the Other Party on Roelofsen warranty shall lapse.

#### 11.9

The warranty conditions shall also apply to repairs or maintenance carried out by a recognised Roelofsen partner.

#### 11.10

If the Other Party gives an emergency repair order to a repairer who repairs within the European Union and is not related to Roelofsen, the following shall apply:

- a. the repairer must warranty the proper execution of the repair work accepted or outsourced by him for a period of three months, counting from the time that the Object is made available to the Other Party again. This also includes the materials used for the execution of the repair work. In case the repairs have not been carried out or has not been carried out properly, this warranty includes the execution of the repairs in a correct manner and within a reasonable period of time and without serious inconvenience.



- b. If the Work to be carried out by the repairer is no longer possible or useful, the warranty cannot be taken over by Roelofsen, the costs of repair by Roelofsen shall be for the account of the Other Party.
- c. Roelofsen provides no warranty for emergency repairs by third parties commissioned by the Other Party, which were carried out improperly in Roelofsens opinion.

## **Article 12. Warranty provisions new Object**

### **12.1**

Roelofsen provides a warranty of two years, or at the mileage of 50.000 km per year, from the delivery of a new Object, unless the warranty conditions of the producer/ supplier dictate otherwise. The warranty conditions of the producer/supplier of components shall at all times prevail.

### **12.2**

Warranty does not apply in case:

- a. the vehicle has not been presented to a repairer recognized by Roelofsen for maintenance or repair work annually, or at the time specified for this purpose;
- b. defects which are the result of an action not carried out by or on behalf of Roelofsen regarding the Object and/or of exposure of the Object to extreme conditions and/or of construction errors regarding the Object and/or of the use of parts or materials which are not original and/or which were supplied by the brand importer and which the Other Party has made available to Roelofsen;
- c. colour differences in the paint layer of the Object that are not visible in daylight;
- d. damage to the paint layer of the Object that is caused
  - by an external cause;
  - on parts not fitted by Roelofsen or not processed by Roelofsen;
- e. defects to the Object resulting from necessary actions not carried out by Roelofsen on the instruction of the Other Party;
- f. services, operations or deliveries concerning the Object, which Roelofsen has explicitly advised the Other Party not to perform;
- g. an Object is in such bad condition or has been treated by third parties that Roelofsen cannot repair the damage within the Agreement or bring the Object in the condition expected.
- h. Due to excessive use, the vehicle has been used for permanent residence or long-term housing of animals for example, in such a way that it can reasonably be assumed that the materials used are not intended for this purpose and therefore suffer seriously from this use.
- i. the vehicle is used improperly (this includes use for other than normal purposes, overloading, use of incorrect fuels or oils, other maintenance than prescribed by Roelofsen or the manufacturer of the item, improper operation or use) and if changes have been made to the vehicle by the other party or on the instructions of the other party, unless this has been done fully in accordance with written advice given by Roelofsen or after written permission which has been obtained from Roelofsen.

### **12.3.**

The warranty claim lapses if:

- a. Other Party does not present the Object within the term indicated by Roelofsen for assessment/verification of the complaint of Other Party;
- b. In the case of visible defects, the Other Party does not submit its complaint in writing with a clear description of the complaint to Roelofsen within one month after the defect has arisen;

- c. in the case of invisible defects, the Other Party, who is not a consumer, does not submit its complaint in writing with a clear description of the complaint to Roelofsen within 14 days of the discovery of these defects;
- d. The Other Party does not give Roelofsen the opportunity to remedy the defect;
- e. it concerns complaints which are related to work carried out by third parties concerning the Object, unless this was necessary and these third parties are known to be experts, for instance in the framework of providing breakdown assistance.
- f. third parties have, without prior knowledge or permission from Roelofsen, performed Work that is related to the Work carried out by Roelofsen for which a claim is made under the warranty. However, the warranty shall apply if the need for immediate repair has arisen elsewhere and can be demonstrated by the other party on the basis of the information provided by Roelofsen and/or on the basis of the broken parts.

#### 12.4

If repair takes place under warranty, the third party must have had contact with Roelofsen prior to the repair in order to be able to claim under warranty. The above also applies if recovery abroad is necessary. In that case, the repair costs will be reimbursed after approval by Roelofsen. This compensation is in line with the price level used by Roelofsen/Nederland. This compensation shall never exceed the costs actually incurred.

### **Article 13. Warranty provisions for used Objects**

#### 13.1

The warranty conditions as described in article 12 shall also apply to used Objects unless described otherwise in this article 13.

#### 13.2

Roelofsen shall provide a minimum of three months warranty on used Objects, unless the Buyer has explicitly stated in writing that it waives the warranty. If the Buyer waives the warranty this shall be described on the Offer and/or invoice as: "no warranty, bought as seen".

#### 13.3

The warranty also includes the absence of a degree of moisture in the Object which cannot reasonably be expected.

#### 13.4

The warranty shall always end at the time when it appears that the Object has been driven 10,000 kilometres or more after delivery.

#### 13.5

No warranty is given on parts delivered separately, whether used or not.

#### 13.6

Not covered by the warranty are defects which occurred outside the European Union, unless purchaser proves that said defects were not caused by circumstances that deviate from the conditions within the European Union (inferior roads, inferior petrol, etc.).

### **Article 14. Liability / indemnification**

#### 14.1.

Roelofsens liability for damage to the Object or items belonging to the Other Party is excluded.

14.2

Roelofsens liability shall at all times be limited to the amount paid out by its liability insurer in the case in question, to be increased by its own risk.

14.3

The Other Party shall ensure that no items of value are in or on the Object when it is offered to Roelofsen.

14.4

Roelofsen shall not be liable for any damage concerning the Object or items of the Other Party or third parties in the Object or at Roelofsen, such as cargo, inventory, money, documents and securities, as a result of theft or fire.

14.5

Roelofsen shall never be liable for indirect and consequential damage as a consequence of a delay in the delivery of the Object.

14.6

Roelofsen is not obliged to offer the Other Party replacement transport or to take care of the transport of the transported goods, nor is the Other Party entitled to reimbursement of costs for replacement transport.

14.7

The Other Party indemnifies Roelofsen against claims from third parties regarding the performance of an Agreement

14.6

The Other Party shall indemnify Roelofsen against and hold Roelofsen harmless against claims from third parties in respect of the performance of an Agreement.

## **Article 15. Purchase and Sale of used Objects**

15.1

The purchase or sale offer recorded in writing or electronically shall in any case include:

- a. The description of the Object with possible accessories;
- b. The price of the Object at the time of sale, with an indication whether the price is a fixed or a non-fixed price;
- c. The price of the possibly to be purchased Object at the agreed time of delivery of the Object;
- d. The probable delivery date of the Object;
- e. A reference to the warranty conditions whereby Roelofsen or a third party acts as guarantor (if possible inspection of the warranty conditions of this third party shall be provided);
- f. The way in which payment is to be made;
- g. At Roelofsens express request the purchase or sale offer recorded in writing or electronically shall also include:
  - the year of construction and model of the Object.
  - the year of construction and model of the undercarriage and superstructure, if different.
- h. The odometer reading of the Object.
- i. The residual load capacity of the Object as sold (therefore including accessories);

- j. The age of the tyres, to the extent necessary the number of kilometres driven, after which the Other Party shall be advised to return for the retightening of the wheel nuts.

#### 15.2

If the parties have agreed that the Other Party buys a good in exchange for a (used) good, it will be allowed to use the good to be exchanged during the time that it is awaiting delivery of the purchased good and it will be under the obligation to take proper care of the matter. During this period, the risk of the good to be exchanged is for the Other Party and all costs related to the good are for the account of the Other Party.

#### 15.3

When Roelofsen actually takes possession of the item to be trade in and at this time the item is in the opinion of Roelofsen no longer in the same condition as it was at the time of the conclusion of the agreement, Roelofsen is authorized to refuse the trade in and demand payment of the full purchase price of the item. Roelofsen is also authorized to revalue the item to be trade in and to reduce the full purchase price by the difference between the new and the original estimated value of the item at the time of the conclusion of the agreement. In that case, the costs of the new appraisal are for the account of the Other Party.

#### 15.4

If the item to be traded in shows defects that could only be discovered after the item was actually made available, the costs of repairing these defects or the reduction of the appraisal value (at Roelofsens option) are for the account of the Other Party.

#### 15.5

The item to be traded in becomes the property of Roelofsen at the moment that it actually takes possession of this vehicle.

### **Article 16. Price changes/rises**

#### 16.1

Changes in taxes, duties and similar governmental levies shall at all times be passed on in both the fixed and the non-fixed price of Objects.

#### 16.2

In addition to the changes mentioned above, price increases resulting from changes in factory and/or importer's prices and in exchange rates may be passed on in the purchase or sales offer.

#### 16.3

After notification of this change the Other Party is entitled to dissolve the Agreement if the increase in the stipulated price by Roelofsen takes place after the Agreement has been concluded. Dissolution must take place within five working days after this notification.

### **Article 17. Force majeure**

#### 17.1

Roelofsen shall not be held liable for any shortcoming if it is a case of force majeure.

#### 17.2

Force majeure is understood to mean: a shortcoming that cannot be attributed to Roelofsen because it is not due to its fault and is also not at its expense according to the law, the legislation or the common opinion.

### 17.3

Examples of force majeure are:

- a. operational failure, business interruption, wildcat strike, which Roelofsen could not reasonably prevent;
- b. late delivery by a supplier of Roelofsen of parts necessary for the performance of the Agreement;
- c. transport difficulties or obstructions, hindering the transport to or from Roelofsen;
- d. war, riots, sabotage, flooding, fire, terrorism, pandemics, an internal accident resulting in serious injury and other serious disturbances and threats, as well as the concrete chance of these, as well as instructions from the competent authority, consequences of unlawful or unjustified actions by bailiffs, banks and other parties, company occupations, strikes and government measures;
- e. a situation in which Roelofsen is unable to execute the Agreement due to a shortcoming or carelessness on the part of a third party.

### 17.4

In the case of force majeure, Roelofsen shall be entitled within 3 calendar weeks of its occurrence to change the delivery period or to dissolve the Agreement out of court, without being obliged to pay any compensation.

### 17.5

After dissolution of the Agreement due to force majeure, Roelofsen shall be entitled to compensation for the costs it has incurred up to that time and for the Work performed in accordance with the Agreement.

## **Article 18. Advice and information**

### 18.1

The Other Party cannot derive any rights from advice and information provided by Roelofsen outside the Agreement.

### 18.2

In the performance of the Agreement Roelofsen may rely on the accuracy and completeness of the information provided by the Other Party and shall indemnify Roelofsen against any claim by third parties in respect of information provided by or on behalf of the Other Party.

## **Article 19. Intellectual property**

### 19.1

All information produced by Roelofsen or on its instructions, including Offers, drawings, photographs, designs, illustrations, plans, trial models and other physical and digital records, is and shall remain its (intellectual) property to the exclusion of the Other Party.

### 19.2

This information cannot be used, reproduced or appropriated in any other way by the Other Party, not even for the benefit of third parties, regardless of whether the Other Party has paid Roelofsen a fee in this regard.

### 19.3

If parties have agreed otherwise, this must be laid down explicitly, without doubt and in writing.

### 19.4

The Other Party shall owe Roelofsen an immediately payable penalty of € 25,000 for each violation of Article 19, in addition to compensation for damages pursuant to the law.

19.5

The Other Party will observe strict confidentiality regarding all information that it has obtained pursuant to any agreement or other contact with Roelofsen and of which it knows or should know that it is confidential or its disclosure could harm Roelofsen in any way whatsoever.

19.6

The Other Party shall return to Roelofsen any information provided to it in accordance with this article on demand within the period set by Roelofsen. If it fails to do so, the Other Party shall owe Roelofsen an immediately payable penalty of a maximum of € 1,000 per day, in addition to compensation for damages by virtue of the law.

## **Article 20. Dissolution**

20.1.

Dissolution of the Agreement is possible by means of a Written notification to the Other Party, but only after the Other Party has first been given notice of default in writing and has been given a reasonable period and opportunity to fulfil its obligations or to remedy the shortcoming found.

20.2

In the case of Article 6.7, Roelofsen may, in addition to Article 6.9, terminate the Agreement in whole or in part without judicial intervention.

20.3

If the Other Party is a consumer and has died, its heirs or executor may continue or terminate the Contract, subject to the provisions of Article 4.9.

## **Article 21. Reservation of ownership and right of retention**

21.1

After delivery of the Object, Roelofsen shall retain the title to all repairs and parts carried out by it until the Other Party has paid Roelofsens invoices.

21.2

Other Party shall respect this retention of title and manage those parts carefully and not alienate or encumber the Object.

21.3

Insofar as the parts are freely accessible and easy to disassemble in accordance with article 21.1, Roelofsen may proceed to retrieve those parts in the case of article 6.9.

21.4

Upon delivery Roelofsen shall have the right of retention with respect to the Object including all repairs carried out by it and parts applied until the Other Party has paid Roelofsen in accordance with article 6.

21.5

In the case of articles 21.2 and 6.9, Roelofsen shall be entitled to dismantle the parts fitted to the Object and to use them elsewhere, whereby the Other Party shall be liable for Roelofsens costs.

## **Article 22. Deviations and deposit**

22.1

Deviations, including additions or extensions of these General Terms and Conditions, shall only be valid if they are recorded in writing by both parties.



22.2

These Terms and Conditions are effective from 1 January 2022 and filed with the Chamber of Commerce under no. 54276669.

**Article 23. Processing personal data**

23.1

The personal data of the Other Party that are mentioned in an Agreement shall be processed by Roelofsen in the sense of the General Data Protection Regulation (GDPR). For the manner in which Roelofsen deals with personal data please refer to the Privacy Regulations on the website [www.roelofsen.eu](http://www.roelofsen.eu).

**Article 24 . Applicable law and disputes**

24.1.

Dutch law shall apply exclusively to the Terms and Conditions and to Agreements, as well as to any disputes arising from them.

24.2

If a dispute cannot be resolved mutually, it will be settled by the competent court in Overijssel.

24.3

The applicability of the Vienna Sales Convention is excluded.