

TERMS AND CONDITIONS AUTOTRADER

1. Applicability

1.1. These terms and conditions apply to - and make an integral part of - any offer, quotation and agreement pertaining to by AUTOTRADER established at UTRECHT to further refer to "User", to deliver products of any kind, unless explicitly agreed otherwise in writing.

1.2. In these terms and conditions, "Customer" means any person (right) who orders or purchases goods at or through user.

1.3 These Terms and Conditions may be waived only if parties have agreed expressly and in writing.

2. Establishment and amendment of agreement

2.1 All offers and offers made by user, in whatever form, are free of charge unless the offer has a term for acceptance. Only by written (order) confirmation of user or by actual execution by user is an agreement reached.

2.2 All indications in offers, quotations or similarities and the annexes thereto, such as images, drawings, sizes, weights, returns and colors and, in addition, the characteristics of any test specimens provided are for indicative purposes only. Minor deviations are therefore not at the expense and risk of user.

2.3 Appropriate disclosures or mistakes in the offers of the User relieve her of the obligation to comply and / or any liability for damages arising therefrom, even after the agreement has been reached.

3. Performance of the agreement

3.1 Delivery takes place according to the current Incoterm: Ex Works (factory). If the customer refuses to decline at the agreed time, or is negligent with providing information or instructions necessary for delivery, the user is entitled to store the products at the expense and risk of the customer.

3.2 Goods shall be delivered as soon as the user has informed the customer that the items may or may not be fully or partially assembled, either by a user or by a third party to be collected by the customer or by order of the customer Customer to be shipped. From the moment of delivery, the goods delivered will be at the risk of the customer.

3.3 If parties explicitly agree that the user carries out the transport of the goods, both the costs and the risk of loss or damage during transport are at the expense of the customer.

3.4 The delivery of delivery terms in offers, quotes, agreements or otherwise is always done by the user to the best of our knowledge and these terms will be observed as far as possible, but they are not binding.

4. Prices

4.1 All prices are in euros and exclude sales tax and other charges imposed by government. Any special additional costs relating to the import and / or customs clearance of goods to be delivered by user to the customer are not included in the price and are therefore on behalf of the customer.

4.2 The amounts shown in the offers of the user are based on prices, prices, wages, taxes and other factors relevant to the price. If after the (order) confirmation in one or more of the factors mentioned change, the user is entitled to adjust the agreed price accordingly. If the price increase is increased under this provision and the increase exceeds 10% of the total agreed amount, the customer is entitled to terminate the agreement within eight days of being known or able to dissolve the price increase in writing.

5. Payment

5.1 Payment must always be made within 30 days of the invoice date. The customer is not entitled to settle any claim on user with the user-charged amounts.

5.2 User always has the right to deliver or invoice delivered items per item delivery.

5.3 Payment is made by deposit or transfer on a user-designated bank or giro account. User is always entitled to require security for payment or prepayment both before and after the conclusion of the agreement, subject to suspension of the performance of the agreement by the user until the security is provided and / or the advance payment has been received by the user. . If prepayment would be refused, user is authorized to dissolve the agreement and the customer is liable for any damage resulting therefrom.

5.4 User is entitled to suspend the issue of products that she has for the customer in connection with the performance of the agreed work until all payments due by the customer to user have been fully met.

5.5 If payment is not timely, the customer is in default without notice of default. The customer owes to the user interest from the outstanding amount of 2% per month from that moment on.

5.6 In the event that no further payment period has expired after written notice has been received, the customer is liable for a penalty equal to 10% of the principal amount owed to the user including VAT, regardless of whether a user has to incur extrajudicial collection costs and Without prejudice to the right of the user to claim damages.

5.7 Without prejudice to the other user rights under this article, the customer is obliged to pay the customer to pay the collection fee that a user has to make and which goes beyond sending a single summation or simply making a non-accepted - Settlement proposal, retrieval of simple information or the compilation of the file in the usual manner. These costs are determined on the basis of the currently applicable directives in courts in the Netherlands.

5.8 The applicability of Article 6:92 of the Civil Code is excluded from the penalty clause contained in this article.

6. Warranty

6.1 If a user is given a guarantee to the customer in respect of the work or products delivered or to be delivered by the customer, he will explicitly notify the customer in writing. In the absence of such

express written notice, the Customer may not claim warranty, without prejudice to its statutory rights arising from enforceable provisions.

6.2 If a customer's warranty would be based on the user, the user will deliver the products to be returned to the customer, or still deliver as agreed, unless this has become apparent to the customer for the time being. If a user informs the customer that he will proceed to repair, the customer will re-deliver the delivered products, at her expense and at her risk, to the user.

6.3 All possible warranty obligations of a user expire if errors, defects or imperfections regarding those items are the result of improper, negligent or improper use or management of delivered items by the customer or third parties engaged by the customer or if they result from external causes such as fire or water damage, or if the customer or a third party has made or has made changes to the user-delivered items without user's permission.

7. Advertising

7.1 Any complaints about a user-supplied product must be notified to the user in writing and motivated immediately. If [NUMBER] days after delivery of the products have expired, customer may no longer be justified unless the defect at the time of delivery in a careful and timely manner has not been perceived. In that case, the customer must, within [NUMBER] days after the customer has become known or known, report the defect in writing and motivated to the defect.

7.2 Without prior written consent, the user is not required to accept returns from the customer. Receiving names of return shipments does not in any event imply endorsement by user of the customer's specified return date. The risk of returned products remains with the customer until the products are credited by the user.

7.3 If the customer appeals to any agreed warranty arrangement, but that appeal subsequently appears unjustified, the user has the right to charge the work and costs of research and recovery incurred by her from that profession to the customer in accordance with her Usual rates, with a minimum of € 100.00.

8. Retention of title

8.1 All user-delivered and delivered products will remain the property of a user under all circumstances as long as the customer has not fulfilled any claim from a user, including at least the claims mentioned in article 3:92 (2) of the Dutch Civil Code.

8.2 The customer is obliged to keep the goods delivered under proprietary preservation with due care and as a recognizable property of the user.

8.3 The Customer is not authorized to pledge, otherwise or to transfer all or part of the goods delivered under title reservation, as long as its ownership has not passed on to it, to third parties, except in so far as such transfer in the ordinary course of business of The customer takes place.

8.4 If the customer fails to comply with her payment obligations to a user or a user has a good ground to fear that the client will be in default of such obligations, the user is entitled to return the goods delivered under title. The customer will at all times give the user free access to her premises and / or buildings for inspection of the business and / or for the purpose of exercising the rights of the user. After withdrawal, the customer will be credited for the market value, which in no case may exceed the original price agreed by the customer, less the costs incurred by the user from the withdrawal.

9. Dissolution and termination

9.1 The Customer shall be deemed to be in default if this obligation is not complied with or not in due time, and if the Customer does not comply with a written notice to comply fully within a reasonable period of time.

9.2 In the event of default of the customer, a user is entitled to dissolve the agreement, in whole or in part, without any liability for damages and without prejudice to its rights, by a written notice addressed to the customer and / or by the customer to the user To claim the full amount immediately and / or to call for the retention of title.

9.3 User is authorized to dissolve the agreement with immediate effect if the customer requests a suspension of payment or bankruptcy or is applied for against him or seized all or part of her assets. All invoiced amounts will be payable immediately. Due to this termination, user will never be liable for any damages.

10. Force majeure

10.1 User is not liable if a shortcoming is due to force majeure. During the period of force majeure, user obligations are suspended. If the period during which force majeure is not exceeded by force majeure for longer than three months, both parties are authorized to dissolve the agreement without judicial intervention without any liability for damages.

10.2 The term "force majeure" referred to in this article shall in any case be understood to mean unforeseen circumstances, whether of an economic nature, which have arisen out of debt or liability, such as serious disturbance in the company, forced production downsizing Strikes and exclusions, both at user and at supplies companies, war, hostilities, state of siege, mobilization, either in the Netherlands or in any other country where any user or supply facilities are located, delays in transportation or delayed or incorrect delivery Of goods or materials or parts by third parties, including users' suppliers.

10.3 If, at the time of force majeure, the user has already partially fulfilled its obligations or can only partially fulfill its obligations, it is entitled to invoice the delivered or separately delivered item and the customer is obliged to comply with this invoice as per the A separate agreement.

11. Liability

11.1 User is solely responsible for any damage suffered by the Customer, if and to the extent that such damage is the direct consequence of intent or deliberate recklessness of user executives.

11.2 The total liability of a user will in all cases be limited to compensation for direct damage, whereby the total amount due by the user to the customer due to any undue liability and compensation for damage will never exceed the amount of the amount Agreed price (excluding VAT).

11.3 User is not liable for damage, if and insofar as the customer has insured against the damage in question or could reasonably have assured.

12 Disputes and applicable law

12.1 If there is uncertainty about the interpretation of one or more provisions of these terms and conditions, the explanation of that provision should be "to the mind" of these terms and conditions.

12.2 On a contract concluded with a user, Dutch law applies. Foreign legislation and treaties, including the United Nations Convention on International Sale of Goods of 11 April 1980 (Due to the Sale Treaty) are excluded.

12.3 Any dispute arising out of this agreement or arising from this agreement will be resolved at first instance by the competent court in the district where the user is established at the time of the conclusion of this agreement.

Explanation of model terms and conditions

Certain choices have been made when compiling this model. Some of these are explained:

- The model concerns general terms and conditions aimed at selling products to business customers. When it is intended to sell products to consumers or sell through a webshop, other and additional facilities are desirable and possible.
- The terms in the terms and conditions are usually written in favor of the seller's interest, the user of the terms. The terms are not by definition customer friendly. Partly dependent on, for example, the conditions or the type of customer in the industry concerned, there may be grounds for incorporating facilities that are more suited to the interests of the customer.
- The terms and conditions are based on a company that sells products. If you provide services, the terms and conditions will need to be adjusted. This also applies when you are the manufacturer of the products to be sold, or when those products are produced in your order and are considered to be producers.
- In general terms, more and more things can be arranged than in this model. Can be considered:
 - O intellectual property protection;
 - O agreements regarding confidentiality of information;
 - O description of a return procedure to be followed;
 - O agreements on return of models, drawings and other documents upon the conclusion of an agreement;
 - O detailed rules regarding the order to be followed by customers;
 - O costs and liability regarding third party activation in performing work;
 - O Description of the properties to be delivered to the goods delivered;
 - O price indexation for duration agreements;
 - O provisions on customized products.

Before taking into account general conditions, the following is noted below.

It is important that you (1) hand over the terms and conditions to your customer prior to the conclusion of the agreement and that (2) the customer agrees with the application of the terms and conditions.

If it can not be proved that both of these conditions are met, your customer can successfully dispute the applicability of the terms and conditions. These conditions are not applicable at all.

How can you prevent this?

Based on the purpose of this model (the sale of products to business customers), you will at least meet the requirements if you:

- A. Provides the customer with the terms and conditions prior to the conclusion of an agreement; and
- B. In your agreement with the customer, above the place where the customer places his signature:

"On these and future agreements, the General Terms and Conditions of, which you hereby find applicable, apply. By signing this agreement, you confirm that you have received these terms and conditions, have heard of the content thereof and acknowledge its applicability. "

In view of the extent of all aspects that can play a part in the drafting of terms and conditions, it is unfortunately not possible to include a complete list of those aspects in this document. If you wish to use the terms and conditions of use and / or have questions about certain provisions that may or may not be included in this concept, please contact our office at 073 648 46 46.

Terms of Use

This model is offered free of charge by Pantser lawyers B.V.

In order to avoid making a model (such as an agreement, statement or letter) too long, illegible and incomprehensible, certain choices have been made when making it. Therefore, no provision is included in the model for all conceivable situations.

In addition, the specific circumstances and arrangements that are applicable to the situation of the user of the model are not taken into account. Those conditions and arrangements were not known to the author of the model. The user must therefore judge whether the provisions included in the model are in line with the actual agreements made or made by him.

It is important to realize that only after an analysis of your situation, a document that is tailored to your wishes can be drawn up, including the provisions that are of interest to you.

Although care is taken to keep up-to-date models, it can not be guaranteed that the models are always up to date with the most current state of legislation and case law.

The models are drawn up for parties or persons established in the Netherlands, where the activity that the model relates to is always performed in the Netherlands. Although it is not excluded that certain models may also be used for situations where those two conditions are not met, the models are not necessarily suitable for relations with an international character.

The models may be used by entrepreneurs and companies in drawing up contracts they want to conclude with their relationships or when designing letters they want to send to their relationships. Using the models in a different way or for other purposes is not permitted.

Use of this model is entirely at your own risk and no liability is accepted for any damage that would arise from the use of this model.