MOSTERT TRADING

P. Mostert Import-Export B.V.
Street: Frederik Hendrikstraat 60
City: 4586AC Lamswaarde
VAT number: NL8203.10.402B01
Chamber of Commerce number: 20148287
IBAN: NL78 ABNA 0894 4033 70
BIC: ABNANL2A

TERMS AND CONDITIONS P MOSTERT IMPORT EXPORT B.V.

I. GENERAL

1. These terms and conditions are applicable to all offers, assignments, agreements of sale/purchase of items, and other legal relationships including negotiations concerning such arrangements with P MOSTERT IMPORT EXPORT B.V. situated in Lamswaarde, hereinafter referred to as MOSTERT, unless otherwise agreed in the quotation. These terms and conditions can be referred to and quoted as MOSTERT AVL.
2. These terms and conditions may only be modified by written amendments, authorised by MOSTERT, and are only applicable to the concerning quotation or contract.
3. The rights and obligations between MOSTERT and client cannot be passed on to third parties by the client, except with written permission from MOSTERT.
4. The provisions of section 1 title 7 of book 7 of the Dutch Civil Code, except article 7:406 and 7:412, are not applicable to legal relationships with MOSTERT, unless otherwise agreed in the quotation.
5. The applicability of additional or deviating clauses or conditions used or referred to by the client or other in the industry common conditions are explicitly rejected.
6. In case of conflict between translated versions of this document and the original in Dutch, the original Dutch version takes precedence.
7. In case of an agreement between the client and MOSTERT that conflicts with this document, the agreement takes precedence.

II. OFFERS

1. All offers are without obligation, and based on execution of the agreement under normal working conditions and hours, following the information supplied by the client upon closing the agreement, unless otherwise agreed.
2. All offers have a duration of validity of 30 days, unless otherwise agreed in writing. All offers can be cancelled by MOSTERT, even after agreement, but within 3 days.

III. AGREEMENTS

1. An agreement comes into effect on the condition that MOSTERT has confirmed the acceptance of the agreement, with a written document or electronic correspondence, or has started working on the assignment. The details of the agreement are dictated by the quotation and/or the confirmation of the assignment by MOSTERT, and this document.
2. When an agreement between the client and MOSTERT comes into effect due to electronic correspondence, MOSTERT has no obligation to confirm this agreement, and the client is not entitled to dissolve the agreement because of the absence of such a confirmation.
3. Assignments by and confirmations from the client cannot be withdrawn. The client is entitled to cancel an agreement only with permission from MOSTERT, under reasonable circumstances, and upon paying a cancellation fee of 15% of the total amount agreed (excluding taxes). In case of extra costs made due to additions or changes to the agreement by the client, MOSTERT is entitled to add these costs to the quotation, payable by the client. In addition, MOSTERT is entitled to revise the delivery time under these circumstances. Cancellation is not possible when the assignment concerns goods specifically acquired or assembled for the client, or already loaded (including stacking).
4. MOSTERT is entitled to cancel any and all agreements with the client, partly or fully, within 24 hours of receiving the assignment, without being obligated to give reasons or pay any kind of cancellation fee.
5. All pricings, advertisements, and pictures have been made with care, but MOSTERT does not guarantee a complete lack of errors or defects, for example the colour of the object(s). When the client can show that the concerning object(s) differ from the shown objects by MOSTERT in such a degree that they cannot accept the object(s), the client has the right to order the delivery of the remaining ordered object(s), or terminate the agreement, as long as this is justified by the defects or errors.
6. MOSTERT has no obligation to check the assignments, orders or announcements of the client on correctness. A mistake cannot be attributed to MOSTERT if this is the result of incorrect or incomplete information provided if by the client. The client is liable for damage and costs arising from the fact that the information provided by the client to MOSTERT is incorrect.
7. Client is obliged to provide MOSTERT with all information that is reasonably necessary to establish his/her identity (know your customer), the purpose of the assignment for or agreement with MOSTERT and the (final) destination of the objects to be sent by MOSTERT, so that MOSTERT can comply with the laws and regulations applicable to it.

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IV. PRICING

1. All quotations and prices charged by MOSTERT are as they are at the time of the offer or the prices applicable at the conclusion of the agreement, excluding tax and other costs related to the agreement, such as levies and rates.
2. If a change in one of the price-determining factors occurs after the offer has been made, MOSTERT is entitled to adjust the prices accordingly, even if the agreement has been concluded.
3. Price increases of more than 10% give the client the right to dissolve the agreement, provided this is in writing and within seven days after receiving the announcement. A dissolution as mentioned above does not entitle the client to compensation for any damage.

V. PAYMENT

1. Client is obliged to send all invoices before delivery of the relevant goods or before carrying out the relevant work (payment in advance), unless otherwise agreed in writing, and is not entitled to suspension, settlement, or discount. MOSTERT will not deliver the items concerned sooner than or, respectively, do not perform the relevant work until after payment of the invoice has been received, or at the option of MOSTERT receiving for MOSTERT sufficient security for payment.
2. If invoices are not paid in accordance with Article V.1, the client is in default for the single expiry of the agreed payment term, without a notice of default being required, irrespective of whether the client is responsible for the lack of payment.
3. Without impeding its other rights, MOSTERT is entitled to charge interest on the outstanding amount of 1% per month (whereby part of the month is regarded as a full month), to be calculated starting from the relevant due date.
4. MOSTERT is entitled to postpone pending deliveries until the client has finished outstanding payment obligations.
5. All extrajudicial and judicial costs incurred by MOSTERT in the context of a dispute with the client, both claimant and defendant, are at the expense of the client. The extrajudicial collection costs are set at 15% of the outstanding amount with a minimum of EUR 100 per case and judicial collection costs on the amount actually paid by MOSTERT for the procedure, also if this exceeds the liquidated legal costs.
6. Incoming payments serve to settle the oldest outstanding items - including interest and costs - even if the client declares to do so differently.
7. In case of late payment, an exchange rate difference that is unfavourable to MOSTERT will be charged to the client. Reference dates are the due date of the invoice and the date that payment has been made.

8. MOSTERT is entitled to set off the entire amount that the client owes MOSTERT, regardless of whether this is already due and regardless of the currency, with amounts that MOSTERT owes the client.

VI. TIME OF DELIVERY, DELIVERY, RISK

1. The stated or agreed delivery period is specifically, but not exclusively, automatically renewed for the period (s) during which:
    - there is a delay in the supply and/or shipment and/or any other circumstance temporarily preventing delivery, regardless of whether this can be attributed to MOSTERT or was in any way foreseeable;
    - the client fails to fulfill one or more obligations towards MOSTERT or MOSTERT has a well-founded fear that the client will fail to do so;
    - the client does not enable MOSTERT to execute the agreement; this situation
    - occurs, among other reasons, if the client defaults in notifying MOSTERT about the place of delivery or defaults to make necessary data, goods or facilities available.
2. Delivery in the Netherlands occurs from Lamswaarde, unless a different agreement has been made in writing. All risks involved in transportation are for the client, even when the goods involved are unloaded.
3. If, at the request of the client, MOSTERT will arrange the shipment of the goods or if the agreed parity of the ICC Incoterms places this responsibility on MOSTERT, the method of shipment and shipping route will be of her choosing. Transport insurance is only concluded by MOSTERT at the express request of the client and all associated costs are for the client. This exclusively refers to the goods sold by MOSTERT and never any cargo the client offers to be loaded or has already loaded in the sold goods. MOSTERT does not accept any liability or responsibility for any cargo and this is never covered by any transport insurance.
4. Delivery is deemed to have taken place when the goods from MOSTERT are made available to the client or the by the client designated and contracted carrier. If the client or its carrier does not take delivery of the goods, the client is immediately in default and the goods are stored at the client's expense and risk. If the client refuses to accept the goods within a period of time then decided upon by MOSTERT, MOSTERT is entitled to dissolve the agreement wholly or partially, and appropriate the goods, including any cargo in it, which is located on the site of MOSTERT or that is present in the sold item(s), without being obliged to pay compensation. MOSTERT is entitled to recover the financial claim against the client from the proceeds. Any remainder will be kept available for one (1) year after the expiry of the specified term for the client and this can be requested in writing, with submission of proof. Failing this, the remainder will default to MOSTERT after the period of one (1) year.

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5. Delivery outside the Netherlands takes place by a jointly agreed supplier, unless another Incoterm of the International Chamber of Commerce (ICC), the most recent version, has been agreed in writing.
6. MOSTERT reserves the right to make deliveries in separate parts and to carry out work in parts and charge them separately.

VII. GUARANTEES/COMPLAINTS

1. The goods delivered by MOSTERT meet the specifications as laid down in the corresponding agreement. MOSTERT trades in occasions (onward delivery) which carries a higher risk factor. Client accepts and is aware of this risk. No warranty is granted, unless stated otherwise in the agreement and except if a manufacturer's warranty applies, in which case MOSTERT gives no further or different warranty then the relevant manufacturer's warranty. For activities performed on-site, MOSTERT guarantees that these are performed soundly and to the best of their ability, as per usual in the sector, and in accordance with the standards and expertise available at that time. If and insofar as MOSTERT is tasked by the client for loading the goods, this is done on the instructions of the client and entirely at his expense and risk. MOSTERT does not accept any liability in this regard.
2. If the client invokes the information provided by MOSTERT in the relevant guarantee, MOSTERT will assess the guarantee or the complaint and, if necessary, settle it with due observance of the relevant information in the agreement. Warranty claims are not transferable to third parties.
3. Under penalty of forfeiture of his right to complain, the client must check the goods and the work for visible defects upon delivery. Complaints in respect to the amount of the invoice and visible imperfections should be sent within 3 days of receipt or delivery to MOSTERT, in writing, with an accurate description of the complaints. For all other claims, there is a period of 5 days after the shortcomings have become known or could have been known. In the absence of timely notification as referred to in this document, the right to warranty/complaint is lost. The items concerned must be submitted to MOSTERT on first request to be made available for examination in the condition they were in at the time of the complaint.
4. A complaint is not possible when:
    - the goods have been used for a purpose other than that for which they are normally intended or if they, in the opinion of MOSTERT, have been used or transported improperly or, by the client or a third party, have been repaired, adjusted or changed;
    - the damage was caused by negligence on the part of the client (for example by insufficient or incorrect maintenance or storage) or because the client has acted in conflict with instructions, directions and advice from MOSTERT;

- it concerns parts of which the seal has been broken or which are regularly replaced during maintenance or service intervals, or are accessories;
- client has not fulfilled its obligations towards MOSTERT (both financially and otherwise);
- upon discovery of the defect, the client has not taken all necessary steps to further prevent damage to the delivered item, for example by continuing to use the item.

5. MOSTERT never guarantees the absence of errors resulting from complying with any mandatory legal provisions regarding the nature or property of raw materials and/or materials used in the delivered goods.
6. In the event that the client complains with due observance of the provisions of this article, and his/her complaint is found to be well-founded by MOSTERT, MOSTERT will, at its option, replace the relevant items free of charge (after which the replaced items become its property),repair the concerning goods, or grant a price reduction.
7. Handling a complaint does not suspend the payment obligation of the client.
8. If a complaint is handled outside of the cases described above, this is entirely voluntary and the client cannot derive any rights from this.
9. All claims based on the statement that the goods or the services provided are not up to the standards of what has been stipulated in the agreement lapse after one year after the date of delivery or actual termination of the service.

VIII. EXAMINATION

1. The client has the right, at its own expense, to inspect the goods before delivery at a time and place determined by MOSTERT.

IX. NON-PERFORMANCE/DISSOLUTION/SUSPENSION

1. MOSTERT is authorized to, without judicial intervention, dissolve the agreement with immediate effect or to suspend the execution, without prejudice to its other rights (to performance and/or compensation), if:
    - the client acts in violation of any provision of the agreement (including these conditions) between the parties;
    - the client applies for a suspension of payment or files a declaration of bankruptcy;
    - bankruptcy of the client is requested;
    - the client's business is shut down or liquidated;
    - a private agreement is offered.
2. In the cases mentioned above, any claim against the client is immediately due, without MOSTERT being obliged to pay compensation or supply guarantee.

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3. The provisions of paragraph 1 of this document apply if the client, after being invited to do so in writing, has not provided, in the opinion of MOSTERT, appropriate security within seven days. Any costs associated with providing this security are at the expense of the client.
4. If the client does not pay on time or is in default for more than forty days, MOSTERT is entitled to resell the sold goods without further notice, in which case a down payment made to MOSTERT will lapse as compensation for the damage it has suffered, subject to proof to the contrary to be provided by the client, that this damage is less.

X. RESERVATION OF OWNERSHIP

1. Delivery takes place under retention of ownership. This reservation applies in respect to claims for payment of all goods delivered or to be delivered and/or in the context of performed or to be performed activities, as well as with regard to claims due to the failure of the client in the fulfillment of these agreements.
2. MOSTERT is, in case of non-compliance by the client as well as in the case of MOSTERT having good reasons to fear that the client will not comply, authorized to repossess items that have remained its property in accordance with the previous paragraph. Such repossession counts as termination of the contract concluded with the client. The client authorizes MOSTERT and its representatives irrevocably to remove the items in question where they are located and to enter the premises of these locations, and will stipulate this right on behalf of MOSTERT and its representatives with its customers. The client will provide all necessary cooperation. All costs associated with the retrieval of the goods are at the expense of the client.
3. Client is authorized, if and insofar it is necessary within the framework of his normal business operations, to make use of the goods subject to retention of title, but is expressly not entitled to a limited right on the goods, including a right of pledge (contract and property law). If the client uses this authority, he is obliged to deliver the goods subject to retention of title to third parties only subject to the property rights of MOSTERT. He is also obliged to deliver to MOSTERT an undisclosed pledge upon first request to grant first rank to the claims it has or will receive on these third parties and to declare in the deed of pledge that he is authorized to do so, and that there are no limited rights resting on the claims to be pledged. If the client refuses to do so, this provision applies as an irrevocable power of attorney to MOSTERT to establish this right of pledge themselves.
4. The property law of retention of title with regard to the goods are governed by Dutch law, or, at MOSTERT's option, by the law of the country of destination of the goods, provided that (I) the law of the country in question offers better protection to MOSTERT than Dutch law does and (II) the goods have actually been imported into the country of destination.

5. In the event of seizure of the goods that are the property of MOSTERT or in the case of application for bankruptcy, (provisional) suspension of payments, declaration of application of the WSNP by or of the client, the client is obliged to notify MOSTERT immediately and, in the event of seizure, to inform the seizing party that the client has received the goods under retention of title.

XI. RIGHT OF RETENTION

1. MOSTERT is authorized to suspend the obligation to hand over the case-file to the client, which it has under an agreement until the claim of MOSTERT, including interest and costs, is paid in full.

XII. RETURN POLICY

1. If the client continues to use a traded-in motor vehicle pending the delivery of the replacement motor vehicle ordered by the client, this is at the client's own risk and all costs related to the former motor vehicle and any depreciation thereof are for his account.

XIII. LIABILITY

1. MOSTERT is not liable for damage as a result of any shortcomings in the fulfillment of its obligation(s) towards the client. The fulfillment of the obligations under guarantee/complaints as described in article VII are the only and general compensation. Any other claim for damages, including business interruption (stoppage damage, loss of income, loss suffered, lost profit), personal accidents, and damage, loss or delay related to cargo of the client and other indirect or immaterial damage of whatever nature as well as damage as a result of liability towards third parties is expressly excluded, unless there is intent or deliberate recklessness on the part of MOSTERT or it's direct supervisors.
2. MOSTERT is not liable for intent or (deliberate) recklessness of subordinates or of others they have engaged in the context of the performance of the contract and for whom MOSTERT could be liable by law.
3. MOSTERT does not accept any liability for advice provided by or on its behalf.
4. MOSTERT is not liable for damage to motor vehicles of the client and/or third parties on its premises.

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5. The client will indemnify MOSTERT against all claims or rights of third parties in connection with the delivery of the goods or the performance of services if and when those claims are more or different than those attributable to the client by MOSTERT. The client will also indemnify MOSTERT with regard to any claim for death of or personal injury to personnel of the client or personnel of third parties and/or damage to goods owned by the client and/or third parties if this occurs on the premises of MOSTERT. An exception to these obligations of the client exists if the claim arises from intent or wilful recklessness of MOSTERT or its direct executives.

   Liability limiting or excluding or determining conditions that are related to the goods delivered or services provided by suppliers or subcontractors of MOSTERT that can be invoked against MOSTERT by the client, can also be invoked by MOSTERT against the client.
6. MOSTERT stipulates all legal and contractual defences it has to oppose its own liability towards the client, also for the benefit of subordinates and non-subordinates for whose conduct they could be liable under the law.
7. The above does not affect any mandatory liability.

XIV. FORCE MAJEURE

Force majeure, within the meaning of these terms and conditions, means any circumstance outside the will and power of MOSTERT, whether or not at the time of entering into the agreement it was foreseeable, as a result of which performance cannot reasonably be expected of MOSTERT, such as war, import and export restrictions, government measures, lack of raw materials, factory or transport disruptions of any kind, strikes, exclusion or lack of personnel, quarantine, trade bans, epidemics, extreme weather, shortcomings on the part of suppliers or third parties engaged by MOSTERT on behalf of the execution of the agreement, late delivery by the client of cargo that he wishes to transport by means of the purchased item, etc.

1. MOSTERT is not obliged to fulfill any obligation if it is prevented from doing so due to force majeure. MOSTERT is then entitled to execute the agreement within a reasonable period of time or dissolve the agreement in whole or in part, without being obliged to pay compensation. Client is, in case of force majeure concerning MOSTERT, only entitled to dissolve the agreement after it has given MOSTERT a reasonable term for the execution of the agreement.

XV. PARTIAL NULLITY

1. If one or more provisions of these conditions or an agreement with the client are not or not fully legally valid, the other provisions remain untouched. In stead of the invalid provisions, an appropriate regulation applies, which complements the intention of the parties and the economic result they pursue as close as possible, in a legally valid manner.

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XVI. PLACE OF PERFORMANCE, APPLICABLE LAW, COMPETENT COURT

1. MOSTERT's place of business is the place where the client must fulfill its obligations towards MOSTERT.
2. All offers and agreements of MOSTERT are exclusively subject to Dutch law application, with the exception of the provisions of Part 6.5.3 Dutch Civil Law and the Vienna Purchase agreement.
3. All disputes that arise as a result of the between client and MOSTERT concluded agreement or of further agreements resulting therefrom or arise from these terms and conditions, will be, at the sole option of MOSTERT be settled by the court of the Rechtbank Rotterdam, situated in Dordrecht or by arbitration by the Netherlands Arbitration Institute. Place of arbitration is Rotterdam. The arbitral tribunal shall consist of 1 arbitrator and the language of the procedure is English. The arbitral tribunal makes its decision according to the rules of the law. Aggregation of the arbitral proceedings with another arbitral proceeding as provided for in Article 1046 Rv. is forbidden. Arbitration does not affect the possibility of the parties to make a preliminary to claim interim relief before the court.