



IMPORT & EXPORT

TRUCKS - TRAILERS - MACHINES

GENERAL TERMS AND CONDITIONS OF WAKKER TRADING INT.B.V., MAARSSEN
(Chamber of Commerce NL 30203838)

These general terms and conditions apply to all offers of WAKKER TRADING INTERNATIONAL B.V. and all agreements that are entered into by WAKKER TRADING INTERNATIONAL B.V. (hereinafter: "WAKKER TRADING INTERNATIONAL B.V."). General terms and conditions of the other party are expressly rejected. Differing terms and conditions or stipulations only form part of the agreement where these terms and conditions or stipulations are expressly agreed in writing.

ARTICLE 1 - OFFERS

All offers and quotations are without obligation and purely indicative, unless otherwise agreed in writing. An offer that includes a deadline may nevertheless be revoked by WAKKER TRADING INTERNATIONAL B.V., even after receipt of the order/instruction, provided this is within five days.

Indications of weights, speed, fuel, load capacity, energy consumption, etc. are given as a best approximation, but are not binding on WAKKER TRADING INTERNATIONAL B.V. and the other party may not derive any rights from these.

All quotations are the prices applicable at the time of the offer or the establishment of the agreement, ex WAKKER TRADING INTERNATIONAL B.V., MAARSSEN, excluding VAT and other costs, such as levies, customs duties, etc.

ARTICLE 2 - ESTABLISHMENT

An agreement is established on the suspensory condition that WAKKER TRADING INTERNATIONAL B.V. has approved and confirmed the order/instruction or started the execution of the order/instruction.

ARTICLE 3 - PAYMENT

The other party is obliged to pay all invoices of WAKKER TRADING INTERNATIONAL B.V. before the delivery of the goods concerned or before the performance of the work concerned, unless otherwise agreed in writing. WAKKER TRADING INTERNATIONAL B.V. is entitled to suspend delivery of the goods concerned or performance of the relevant work until all invoices of WAKKER TRADING INTERNATIONAL B.V. sent to the other party concerned have been paid.

The other party is in default solely by the passing of the agreed payment term, without notice of default being required for this, irrespective of whether or not exceeding the payment term can be attributed to the other party.

If invoices are not settled within the agreed payment term solely on the passing of this payment term the other party owes the statutory (commercial) interest on the invoice amount to WAKKER TRADING INTERNATIONAL B.V., counting from the invoice date of the invoice concerned up to the time of full payment. If invoices are not paid within the agreed payment term solely on the passing of this payment term the other party owes a percentage of 15% on the invoice amount as out of court costs, without prejudice to the right of WAKKER TRADING INTERNATIONAL B.V. to recover the costs actually incurred from the other party.

Payments of the other party first serve to cover all interest payable then all the (out of court) costs payable and finally the oldest invoices payable, even if the other party indicates otherwise upon payment. In case of late payment any adverse exchange rate difference for WAKKER TRADING INTERNATIONAL B.V. shall be for account of the other party. Reference dates are the due date of the invoice and the date on which payment is made. Unless otherwise agreed in writing, the other party is not authorised to offset any amount that it owes to WAKKER TRADING INTERNATIONAL B.V. with a claim that the other party states it has.

ARTICLE 4 – DELIVERY

The delivery date stated or agreed in the offer and/or confirmation of order shall not be a deadline, not even if this is expressly accepted by client. In case of late delivery WAKKER TRADING INTERNATIONAL B.V. is therefore only in default after written notice of default, if it does not make delivery within a reasonable period.

There can be no question of default of WAKKER TRADING INTERNATIONAL B.V. if the other party defaults in the obligations resting on it or there is a justified fear that it will default in this, irrespective of whether this fear is legitimate. There can also be no question of default of WAKKER TRADING INTERNATIONAL B.V. if the other party does not put WAKKER TRADING INTERNATIONAL B.V. in a position to carry out the agreement, among other things if the client remains in default of notifying the place of delivery or making available data, goods or facilities required for the performance. Delivery is made Ex Works (EXW) Incoterms 2010, unless another Incoterms of the International Chamber of Commerce (ICC) (2010) is agreed in writing. Delivery is made ex WAKKER TRADING INTERNATIONAL B.V. in MAARSSSEN (Netherlands), unless otherwise agreed in writing. Part deliveries are permitted.

All goods are carried for account and risk of the other party, irrespective of whether transport costs are charged. If WAKKER TRADING INTERNATIONAL B.V. on request of the other party is responsible for shipment of the goods or if the agreed terms and conditions of the ICC Incoterms lays this responsibility on WAKKER TRADING INTERNATIONAL B.V., the time, method of shipment and shipment route are the choice of WAKKER TRADING INTERNATIONAL B.V., but remain for account and risk of the other party. Transport insurance is only taken out by WAKKER TRADING INTERNATIONAL B.V. expressly on request from client; all costs relating thereto are for its account.

All customs formalities, both in the country of export and in the country of import must be handled by the other party. All costs and levies relating to customs formalities are for account of the other party. If WAKKER TRADING INTERNATIONAL B.V. on request of the other party is responsible for customs formalities or if the agreed terms and conditions of the ICC Incoterms lay this responsibility on WAKKER TRADING INTERNATIONAL B.V., these customs formalities and the costs and levies relating thereto remain for account and risk of the other party.

The other party is not permitted to sell on the goods purchased directly or indirectly or in any way to make them available to third parties (including: persons, authorities, organisations, corporate bodies, regimes and/or countries) against which sanctions have been promulgated by the United Nations (UN), (countries of) the European Union (EU) and/or the United States (US)). The other party indemnifies JB Trading for possible penalties by the relevant authorities for WAKKER TRADING INTERNATIONAL B.V. as well as (consequential) damages of this for WAKKER TRADING INTERNATIONAL B.V. that are in any way attributable to the commercial relationship with the other party or an agreement with the other party.

If the other party does not collect the goods within the agreed period, they are stored for his account and risk or sold by WAKKER TRADING INTERNATIONAL B.V. WAKKER TRADING INTERNATIONAL B.V. is entitled to recover its claim from the proceeds. WAKKER TRADING INTERNATIONAL B.V. is in that case entitled to cancel the agreement, notwithstanding its other rights.

A claim of the other party against WAKKER TRADING INTERNATIONAL B.V., including where applicable a warranty claim, cannot be transferred and cannot be pledged to third parties. Parties may agree otherwise in writing.

ARTICLE 5 – WARRANTIES

No warranties are given by WAKKER TRADING INTERNATIONAL B.V. relating to goods sold. Goods are sold and delivered in the state they were in at the time of conclusion of the agreement. The other party has the right to inspect the goods before the delivery for own account at a time and place determined by WAKKER TRADING INTERNATIONAL B.V.. An exception may only be made to this provision in writing.

ARTICLE 6 – CANCELLATION

WAKKER TRADING INTERNATIONAL B.V. is authorised to cancel the agreement with immediate effect, without judicial intervention, in full or in part or to suspend the performance, without prejudice to the other rights falling to it (to fulfilment and/or compensation), if:

- the other party contravenes any provision of the agreement between parties;
- a (foreign) statutory regulation is applied with the purpose of liquidating the other party or clearing the burden of debt of the other party, such as bankruptcy, (provisional) suspension of payment and similar statutory regulations;
- the business of the other party is shut down or liquidated or a private agreement is offered to creditors by the other party;
- the other party, after being asked to do so in writing, has not provided suitable security within seven days in the opinion of WAKKER TRADING INTERNATIONAL B.V..
- WAKKER TRADING INTERNATIONAL B.V. has justified reasons for fearing that the other party is planning to sell on the goods purchased directly or indirectly or in any way to make them available to third parties ((including: persons, authorities, organisations, corporate bodies, regimes and/or countries) against which sanctions have been promulgated by the United Nations (UN), (countries of) the European Union (EU) and/or the United States (US)).

In these cases any claim on the other party is immediately payable, without WAKKER TRADING INTERNATIONAL B.V. being obliged to compensation or any other obligation whatever.

If the other party remains in default with payment and/or purchase for more than fourteen days or wishes to cancel the agreement WAKKER TRADING INTERNATIONAL B.V. is without further notice entitled to resell the goods sold, in which case the down payment made to WAKKER TRADING INTERNATIONAL B.V. lapses as compensation for the damage suffered by it, except for delivery by client of evidence that this damage is less and without prejudice to the right of WAKKER TRADING INTERNATIONAL B.V. to recover the damage actually suffered by it from the other party. WAKKER TRADING INTERNATIONAL B.V. is in that case authorised to cancel the agreement.

ARTICLE 7 – RESERVATION OF TITLE

Delivery of goods sold is made on reservation of title. This reservation applies for claims for payment of all goods supplied or to be supplied by WAKKER TRADING INTERNATIONAL B.V. to client by virtue of any agreement and/or work carried out as part of delivery, as well as in relation to claims because of the default of the other party in the fulfilment of these agreements.

WAKKER TRADING INTERNATIONAL B.V. is in the cases mentioned in article 6 authorised to take back the goods supplied that have remained its property in accordance with the first paragraph. Such taking back applies unless otherwise notified in writing, as a cancellation of the agreement(s) signed with the other party. The other party authorises WAKKER TRADING INTERNATIONAL B.V. where necessary irrevocably to remove the relevant goods (or to have them removed) from where they are.

Also in the case where the title has not been transferred to the other party on the basis of this article, the other party is obliged from the time of delivery in accordance with the applicable Incoterms 2010, to insure the vehicle properly, or at least legally and the officially payable levies are for his account. The other party indemnifies WAKKER TRADING INTERNATIONAL B.V. in this respect.

ARTICLE 8 – LIABILITY

WAKKER TRADING INTERNATIONAL B.V. is not liable for damage arising as a result of any shortcoming in the fulfilment of its obligation(s) with respect to the other party. Any claim for compensation even that relating to trading loss (loss owing to stoppage, loss of income and other indirect damage of any type whatever) and damage as a result of liability to third parties is expressly excluded, unless this involves intent or gross negligence of WAKKER TRADING INTERNATIONAL B.V. or managerial employees. WAKKER TRADING INTERNATIONAL B.V. is also not liable for intent or (gross) negligence of (non-managerial) employees or of third parties that it has called in as part of the performance of the agreement.

Advice from WAKKER TRADING INTERNATIONAL B.V. is given to the best of its knowledge and expertise based on the information available to it at that time. The other party may not derive any rights from such advice. WAKKER TRADING INTERNATIONAL B.V. is not liable for advice given by it or on its behalf.

WAKKER TRADING INTERNATIONAL B.V. is not liable for damage to goods of third parties who are present on its site.

ARTICLE 9 – PURCHASING

If the other party continues to use goods to be exchanged or sold to WAKKER TRADING INTERNATIONAL B.V., whether or not in anticipation of the delivery of the good purchased by it, all costs relating to the goods exchanged and any diminution in value of these are for its account. At the time of issue of the goods to be exchanged or purchased to WAKKER TRADING INTERNATIONAL B.V. these goods must be in the same state as at the time of valuation or the time of the conclusion of the purchase/exchange agreement. If this is not the case WAKKER TRADING INTERNATIONAL B.V. is authorised to refuse

the goods purchased without any compensation being payable, and in case of exchange, to demand the agreed purchase price of the vehicle in (scriptural) money, or to revalue the vehicle to be exchanged.

ARTICLE 10 – PROCESSING (PERSONAL) DATA

To prepare for and implement a (proposed) agreement, WAKKER TRADING INTERNATIONAL B.V. is authorised to process the necessary (personal) data of the other party. If the other party is a company, WAKKER TRADING INTERNATIONAL B.V. is also authorised to process the necessary (personal) data of the natural persons behind this company (the Ultimate Beneficial Owner). The (personal) data to be processed in all cases include the name and address data, bank and tax data and all other data that WAKKER TRADING INTERNATIONAL B.V. considers necessary for the correct implementation of the (proposed) agreement. The (personal) data are processed with the purpose of keeping correct records and implementing the (proposed) agreement. This in any case also includes the processing of the (personal) data of the other party (and/or its UBO) in order to investigate and to check whether the (proposed) agreement with the other party and its UBO infringes any (inter)national regulations and/or sanctions. The (personal) data may also be collected and processed for commercial purposes, such as making offers, sending out newsletters, etc. The (personal) data of the other party (and/or its UBO) are only processed by WAKKER TRADING INTERNATIONAL B.V. or companies associated with WAKKER TRADING INTERNATIONAL B.V.. The (personal) data are not passed on by WAKKER TRADING INTERNATIONAL B.V. (and/or the companies associated with WAKKER TRADING INTERNATIONAL B.V.) to third parties unless this is necessary for the correct implementation of the (proposed) agreement or WAKKER TRADING INTERNATIONAL B.V. is obliged/required to do so on the basis of (inter)national regulations (including sanction decisions) and/or judicial decisions. The other party as well as its UBO hereby give their express consent for the processing of the (personal) data described in this article.

WAKKER TRADING INTERNATIONAL B.V. takes appropriate measures to properly store and protect the (personal) data to be processed. JB Trading cannot however exclude the possibility that (unauthorised) third parties may gain access to these (personal) data and/or the (personal) data may get into the hands of (unauthorised) third parties. JB Trading is not liable for any damage whatever (including damage as a result of infringement of privacy) that the other party and/or its UBO suffers as a result of this. The other party indemnifies JB Trading for all demands and claims because of the infringement of privacy.

ARTICLE 11 – CONVERSION

If one or more provisions of the agreement with the other party are not or not fully legally valid, the other provisions remain in full effect. Instead of the invalid provisions a suitable regulation applies, that comes as close as possible to the intention of parties and the economic result aimed for by them in a legally effective way.

ARTICLE 12 – APPLICABLE LAW

Only Dutch law applies to all offers and agreements of WAKKER TRADING INTERNATIONAL B.V., with the exclusion of the provisions of section 6.5.3 BW (Dutch Civil Code).

The applicability of the Vienna Sales Convention is expressly excluded.

All disputes, that arise in response to the agreement signed between the other party and WAKKER TRADING INTERNATIONAL B.V., or further agreements that may arise therefrom, are settled by the competent court in Utrecht (Netherlands).

These general terms and conditions were drawn up in Dutch, English, French and German. In case of a dispute about (the interpretation of) the text of these general terms and conditions the Dutch version takes precedence.