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General Terms and Conditions of Purchase

General Terms and Conditions of Purchase of Zoet Trading B.V., having its registered office in The Hague, the Netherlands, and registered in the Trade Register of the Netherlands Chamber of Commerce (Kamer van Koophandel) under number 27242063.

Version: November 2026

Article 1. Definitions

In these general terms and conditions (the "General Terms and Conditions of Purchase"), the following definitions shall have the following meanings, unless stated otherwise:

- **Buyer**: Zoet Trading B.V., the user of the General Terms and Conditions of Purchase;
- **Seller**: the counterparty of Buyer that sells or offers one or more vehicles to Buyer;
- **Agreement**: an agreement between Buyer and Seller.

Article 2. General

1. These General Terms and Conditions of Purchase apply to Agreements and to all offers and acceptances made by Buyer.
2. Insofar as Seller refers to other terms and conditions in its offer or acceptance, the applicability thereof is expressly rejected.
3. The voidability or nullity of one or more provisions of these General Terms and Conditions of Purchase shall not affect the applicability of the remaining provisions.
4. If one or more provisions of these General Terms and Conditions of Purchase are null and void or are annulled, Buyer shall be entitled to replace the provision(s) concerned with another provision, observing the purpose and intent of the original provision as far as possible. Seller hereby undertakes to accept such new provision.
5. Buyer is entitled at any time to amend and/or supplement these General Terms and Conditions of Purchase. Amendments or supplements shall apply to existing and new Agreements. Where this does not concern the replacement of null, voidable or annulled provisions as referred to in the previous paragraph, Seller shall, with respect to existing Agreements, have the right to reject the amendment and/or supplement within fourteen (14) days after having been notified thereof in writing (by letter or by e-mail). If Seller rejects the amendment or supplement in writing, the original General Terms and Conditions of Purchase shall remain fully in force for the existing Agreement(s).
6. Seller shall ensure the timely provision of all information which Buyer indicates is necessary, or which Seller should reasonably understand to be necessary, for the performance of the Agreement.

Article 3. Formation and content of the Agreement

1. All offers made by Buyer are without obligation, unless a term for acceptance is stated in the offer.
2. Offers do not automatically apply to future transactions.
3. Seller may accept a purchase order (“PO”) from Buyer, or Buyer may accept a sales offer (delivery order) from Seller, whether or not by recording it in a purchase order issued by Buyer.
4. The Agreement is concluded as soon as the acceptance of the offer has reached Buyer or when Buyer accepts Seller’s bid.
5. By accepting Buyer’s (electronic) purchase order, Seller agrees to all terms and conditions attached to the Agreement, including these General Terms and Conditions of Purchase.
6. If Seller’s acceptance of a purchase offer from Buyer deviates (including on minor points) from Buyer’s offer, Buyer shall not be bound by it. In that case the Agreement shall not be concluded in accordance with such deviating acceptance, unless Buyer indicates otherwise.
7. No rights may be derived from handwritten changes to quotations, offers and acceptances without Buyer’s express, separate, written consent recorded in a new order.
8. Seller may not cancel the Agreement, except with Buyer’s consent. In that event, or if Seller refuses to fulfil its obligations, Seller shall, without prejudice to Buyer’s right to claim damages, owe a fee of 15% of the agreed purchase price.

Article 4. Quality and purpose

1. The vehicles to be delivered must conform to the provisions of the Agreement with regard to:
   a. the quantities and the quality;
   b. the accompanying documents and proofs of ownership;
   c. the specifications.
2. Seller warrants to Buyer that the vehicle has the characteristics described in the Agreement.
3. Seller warrants that it is authorised to sell the vehicles and that it can transfer ownership thereof unencumbered and free of any charge or restriction. Seller shall indemnify Buyer against claims and proceedings.
4. Seller warrants that Buyer (and subsequent buyers) can register the vehicles in its name.

Article 5. Statutory requirements

Seller warrants that the vehicles comply in all respects with all requirements set by laws and/or other regulations in force at the time of conclusion of the Agreement and of delivery.

Article 6. Documentation

1. The Agreement is concluded subject to the condition precedent that Buyer receives by e-mail scans of the Certificates of Conformity (hereinafter: COCs) and/or the proofs of ownership and/or the original registration certificates and/or the deregistration forms and/or all other relevant documentation, in accordance with the provisions of article 4.
2. Seller warrants that, upon conclusion of the Agreement and/or prior to delivery, it has checked all relevant documents necessary for a valid transfer of the vehicles and their registration with the competent authorities, and that these documents are in order.
3. Seller shall indemnify Buyer against claims and/or proceedings.

Article 7. Payment and transfer of ownership

1. By receiving the purchase price, Seller declares that from the moment of receipt of the purchase price it holds the vehicles on behalf of Buyer. The moment of receipt of the purchase price by Seller is the moment of delivery, whereby ownership of the vehicles passes.
2. If it is agreed that Seller will arrange transport of the vehicles, Seller shall ensure that it or a third party transports the vehicles properly and secures them in such a way that the vehicles reach their destination in good condition. Seller shall take out adequate insurance, to Buyer’s satisfaction, against risks during transport, or ensure that a third party does so. Seller shall repair or replace, free of charge and at Buyer’s option, any vehicles damaged or lost during transport.
3. Unless expressly provided otherwise in the Agreement, Buyer may pay the purchase price in instalments, in which case delivery shall take place in parts and ownership shall pass in parts. Buyer shall pay a new instalment of the purchase price after ownership of the preceding part of the vehicles has passed to it.
4. As soon as Seller knows or suspects that the vehicles cannot be delivered on time, Seller shall inform Buyer thereof immediately.
5. Seller is liable for any damage suffered by Buyer as a result of late delivery as well as late notification of delay.
6. If the vehicles are not delivered at the agreed time, Buyer may not only claim damages but also terminate the Agreement without judicial intervention. Seller must then immediately refund any down payment and/or purchase price already paid.
7. If the Agreement has already been partially performed, Buyer may, at its option, terminate the Agreement in part or in full. In the latter case, Buyer is entitled to return to Seller, at Seller’s expense and risk, the vehicles already delivered and to reclaim from Seller the payments it may have made for these vehicles.

Article 8. Passing of risk

1. The risk in respect of the vehicles shall pass to Buyer upon actual delivery.
2. If the vehicles are held by Seller for some time after delivery, the risk in respect of the vehicles shall only pass from Seller to Buyer at the moment actual delivery to Buyer has taken place (handover to Buyer’s carrier, delivery at Buyer’s address or

as otherwise agreed). As long as Seller holds the vehicles on behalf of Buyer, Seller is obliged to store the vehicles separately as identifiable property of Buyer, to secure them and to take all reasonable measures to prevent deterioration in quality until Buyer has been given actual control over the vehicles. If Seller stores the vehicles at an external storage location, the storage agreement must state that Buyer is the owner of the vehicles and has full authority over the vehicles.

3. If Buyer arranges transport, actual control shall be given at the moment the vehicles are collected by Buyer's carrier. In all other cases, Buyer shall be given actual control over the vehicles at the moment the vehicles are delivered at the agreed place of destination.
4. The risk in respect of the vehicles shall remain with Seller as holder of the vehicles until Buyer has been given actual control over the vehicles.

Article 9. Insurance

Seller is obliged to keep the vehicles insured up to and including the moment at which Buyer is given actual control over the vehicles.

Article 10. Liability

1. Seller is obliged to compensate the damage suffered by Buyer as a result of acts or omissions on the part of Seller, an attributable failure under the Agreement (for example due to late delivery or failure to send the documentation referred to in article 6 of these General Terms and Conditions of Purchase) or a claim under the law, including a tort.
2. Seller cannot invoke force majeure, unless there is war, threat of war, civil war or terrorism.
3. In fulfilment of its liability obligations, Seller is in any event obliged to pay compensation for direct damage, indirect damage, consequential damage, loss of profit and costs of limiting and preventing the aforementioned damage, including cover purchases, as well as for all other damage.
4. Seller shall owe cumulative interest of 1% per month on the compensation from the moment the damage arose, unless the statutory commercial interest rate is higher, in which case that rate shall apply.
5. Seller shall indemnify Buyer against any claims by third parties.

Article 11. Purchase price and payment

1. The purchase price comprises the price of the vehicle and, if agreed, the transport costs as well as the (any) delivery costs.
2. Buyer shall make payments to Seller stating the VIN of the vehicle to be delivered.
3. Buyer is entitled to deduct from the purchase price owed by it any amount owed by Seller to Buyer, whether or not under other agreements.
4. Buyer is entitled to suspend its payment obligation towards Seller until its claim against Seller has been satisfied.
5. If Seller is established in another country and an invoice can be issued at the zero VAT rate, Seller is obliged to do so, to fulfil all necessary conditions and to provide

Buyer with all required information. Seller shall indemnify Buyer against all damage suffered by Buyer if the required conditions are not met.

Article 12. Suspension and termination

1. Buyer is entitled to terminate the Agreement if Seller is declared bankrupt, applies for a provisional suspension of payments, or if a request by Seller, being a natural person, for the application of the statutory debt rescheduling scheme is granted by the court, or if Seller loses the power to dispose of its assets or parts thereof through attachment, placement under guardianship or otherwise.
2. Buyer is furthermore entitled to suspend and/or terminate the Agreement if:
   a. Seller fails to fulfil its obligations under the Agreement, or fails to do so on time or in full. This includes the situation in which Seller does not or cannot meet its delivery obligations on time;
   b. circumstances that have come to Buyer's knowledge after the conclusion of the Agreement give good reason to fear that Seller will not fulfil its obligations;
   c. due to delay on the part of Seller, Buyer can no longer be expected to perform the Agreement on the originally agreed terms.
3. Upon termination, all mutual claims shall become immediately due and payable.
4. Force majeure on the part of Buyer entitles Buyer to terminate the Agreement. Seller shall immediately refund any payments already made.

Article 13. Costs of extrajudicial measures and legal proceedings

1. If Buyer takes extrajudicial measures, the costs thereof shall be borne by Seller.
2. Where possible, the amounts to be paid by Seller shall be calculated in accordance with the Dutch Extrajudicial Collection Costs (Compensation) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten) of 1 July 2012. The extrajudicial costs amount to a minimum of € 40 and, depending on the principal sum, a maximum of € 6,775.
3. Buyer's legal costs, insofar as they are reasonable, shall be borne by Seller.

Article 14. Confidentiality

All information and documents must be treated confidentially by Seller and may not be shared with third parties, except with Buyer's consent and insofar as the contrary follows from the law and/or a judicial decision.

Article 15. Applicable law

1. The legal relationship between Buyer and Seller or any other third party is governed by and subject to the laws of the Netherlands.
2. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980, Dutch Treaty Series 1981, 184 and 1986, 61) does not apply to this Agreement.

Article 16. Disputes

1. All disputes that may arise between the parties as a result of the Agreement, or any further agreements and other acts in connection with the Agreement, such as, but

not limited to, tort, undue payment and unjust enrichment, shall be settled by the competent court of the District Court of The Hague (Rechtbank Den Haag), the Netherlands.

2. A claim must be brought by Seller within one (1) year after the cause of action has arisen and has become known to Seller, without prejudice to the possibility of earlier forfeiture or limitation in accordance with the law.

Article 17. Language

These General Terms and Conditions of Purchase were originally drawn up in the Dutch language. A translation into English has been made. In the event of any difference or inconsistency between the Dutch version and a translation of these General Terms and Conditions of Purchase, or any difference in the interpretation thereof, the General Terms and Conditions of Purchase drawn up in the Dutch language shall prevail.