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General Terms and Conditions of Sale

General Terms and Conditions of Sale 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 Sale”), the following definitions shall have the following meanings, unless stated otherwise:

- **Seller**: Zoet Trading B.V., the user of the General Terms and Conditions of Sale;
- **Buyer**: the natural person or legal entity acting in the course of a profession or business that enters into or wishes to enter into an Agreement with Seller;
- **Agreement**: the agreement between Seller and Buyer.

Article 2. General

1. These General Terms and Conditions of Sale apply to all Agreements and to all offers, quotations and acceptances made by Seller.
2. Seller sells exclusively to business customers (business-to-business). These General Terms and Conditions of Sale are not intended for consumers. By entering into the Agreement, Buyer declares that it is acting in the course of a profession or business. If this declaration proves to be incorrect, Seller shall be entitled to terminate the Agreement with immediate effect and Buyer shall indemnify Seller against all damage arising therefrom.
3. Insofar as Buyer refers to other general terms and conditions in its quotation, offer or acceptance, the applicability thereof is expressly rejected.
4. The voidability or nullity of one or more provisions of these General Terms and Conditions of Sale shall not affect the applicability of the remaining provisions.
5. If one or more provisions of these General Terms and Conditions of Sale are null and void or are annulled, Seller 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. Buyer hereby undertakes to accept such new provision.
6. Seller is entitled at any time to amend and/or supplement these General Terms and Conditions of Sale. Amendments or supplements shall apply to existing and new Agreements. Where this does not concern the replacement of a null, voidable or annulled provision as referred to in the previous paragraph, Buyer 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. If Buyer rejects the amendment or supplement in writing, the original General Terms and Conditions of Sale shall remain fully in force for the existing Agreement(s).

Article 3. Formation and performance of the Agreement

1. All offers and quotations are without obligation, unless a term for acceptance is stated in the offer or quotation.
2. Unless agreed otherwise, the prices stated in Seller's quotation or offer are exclusive of VAT, service, delivery, transport and administration costs.
3. Unless agreed otherwise, the prices stated in Seller's quotation or offer are in euros.
4. Offers or quotations do not automatically apply to future transactions.
5. The Agreement is concluded as soon as the acceptance of the offer has reached Seller or when Seller accepts Buyer's bid.
6. If the acceptance deviates (on minor points) from the offer included in the quotation, Seller shall not be bound by it. In that case the Agreement shall not be concluded in accordance with such deviating acceptance, unless Seller indicates otherwise.
7. No rights may be derived from handwritten changes to quotations, offers and acceptances without Seller's express, separate written consent recorded in a new order.
8. Buyer may not cancel the Agreement, except with Seller's consent. In that event, or if Buyer refuses to fulfil its obligations, Buyer shall, without prejudice to Seller's right to claim damages, owe a fee of at least 15% of the agreed purchase price.
9. Buyer shall ensure the timely provision of all information which Seller indicates is necessary, or which Buyer should reasonably understand to be necessary, for the performance of the Agreement. If such information is not provided in time, Seller shall be entitled either to cancel the Agreement or to suspend its performance and to charge Buyer any additional costs (such as storage costs) arising from the delay. During the period of delay, the risk in respect of the vehicles shall lie with Buyer.

Article 4. Purpose

1. Seller does not warrant that the vehicles are suitable for the purpose for which Buyer intends to use them, even if this purpose has been made known to Seller, unless the parties have agreed otherwise.
2. Seller shall supply the documents in accordance with the Agreement and does not warrant that the vehicles can be registered on the basis thereof. Registration is and remains the responsibility of Buyer.

Article 5. Delivery

1. Delivery of the vehicles shall take place at Seller's address, unless otherwise agreed in the Agreement.
2. An indicative delivery period shall be included in the Agreement. Buyer cannot derive any rights from it. If this period is exceeded, Buyer shall not be entitled to terminate the Agreement or to claim damages.
3. Unless agreed otherwise, the vehicles shall be delivered to Buyer at the moment the vehicles have been paid for and are ready.
4. Buyer is obliged to take delivery of the vehicles at the moment Seller delivers or causes the vehicles to be delivered to Buyer, or at the moment the vehicles are (to

be) made available in accordance with the Agreement. In any event, Buyer must ensure that delivery can take place within one week of Seller's notice that the vehicles are ready for delivery and, where applicable, ready for transport. If Buyer fails to comply with these obligations or if delivery does not take place within that period, Buyer shall owe Seller, without prejudice to the provisions of the next paragraph of this article, an amount of 1% of the purchase price per week.

5. If delivery does not take place within the aforementioned period, or if Buyer refuses to take delivery of the vehicles at the moment they are delivered or made available to Buyer, Buyer shall be liable for the damage suffered by Seller and for the additional costs (for example storage, transport and insurance costs) that Seller incurs as a result of the delay. During the period of delay, the risk in respect of the vehicles shall (already) lie with Buyer.
6. If it has been agreed that the Agreement will be performed in phases, Seller may suspend the performance of the next phase until Buyer has fulfilled its obligations relating to the preceding phase.

Article 6. Intra-Community supply and export

1. If Buyer is established in another Member State of the European Union, an invoice at the zero VAT rate may be issued at Buyer's request. In that case Buyer is obliged to fulfil all necessary conditions, to provide Seller with the required information (including a valid VAT identification number) and, if requested, to sign a declaration of destination drawn up by Seller. Buyer shall indemnify Seller against all damage suffered by Seller if the required conditions are not met.
2. If the vehicles are exported to a destination outside the European Union, an invoice at the zero VAT rate may be issued, provided that Buyer timely provides all proof of export required by Seller, including an export document validated by customs. Buyer shall indemnify Seller against all damage suffered by Seller if the required conditions are not met.
3. Seller is entitled to require Buyer to pay a deposit equal to the amount of VAT until Seller has received all information and evidence referred to in the preceding paragraphs.
4. If application of the zero rate proves impossible for any reason whatsoever, Seller shall (subsequently) charge Buyer the regular VAT, which Buyer must pay no later than 7 days after the invoice date. Seller is entitled to set off any deposit against this amount.
5. The preceding paragraphs do not apply to vehicles sold under the margin scheme as referred to in article 13 paragraph 3.

Article 7. Transfer of ownership and passing of risk

1. Upon fulfilment of all obligations arising from the Agreement with Buyer, Seller shall transfer ownership of the vehicle.
2. The risk in respect of the vehicles shall pass to Buyer upon delivery or at such earlier time as follows from the Agreement or these General Terms and Conditions of Sale.

Article 8. Retention of title

1. As long as Buyer has not fulfilled all of its obligations, Seller retains title to the vehicles upon delivery. In that case, ownership of the vehicles shall pass to Buyer as soon as Buyer has fulfilled all of its obligations towards Seller (including payment of the full purchase price and any other amounts due).
2. Buyer is not permitted to pledge the vehicles delivered under retention of title or to encumber them in any other way.
3. If third parties levy an attachment on the vehicles delivered under retention of title or wish to establish rights in respect thereof, Buyer is obliged to inform Seller thereof immediately.
4. Buyer is liable for all damage to the vehicles delivered under retention of title.
5. Buyer undertakes to insure and keep insured the vehicles delivered under retention of title against fire, damage (including explosion and water damage) and theft. Buyer shall make the policy available to Seller at Seller's first request. Seller shall be entitled to any payment made under this insurance.

Article 9. Obligation to inspect

1. Buyer is obliged to inspect the vehicles, or have them inspected, upon delivery.
2. Visible defects must be noted on the CMR consignment note or another document drawn up upon delivery. Buyer must notify Seller of visible defects in writing immediately, and in any event no later than two working days after delivery, enclosing the aforementioned document.
3. Non-visible defects must be reported to Seller in writing no later than one week after delivery.
4. A report of damage to cars delivered by Seller shall only be processed if Buyer also encloses documented photographs with its report (clearly showing the registration number and/or chassis number/identification).
5. If Buyer fails to comply with its obligation to inspect, or fails to record and/or report the defects in time and in the agreed manner, Buyer shall lose the right to invoke these defects or to bring a claim in respect of these defects.
6. In all cases, Buyer is obliged to take delivery of and pay for the vehicles.

Article 10. Force majeure

1. Seller is entitled not to fulfil its obligations if it is prevented from doing so by force majeure.
2. Force majeure on the part of Seller shall in any event exist if, after the conclusion of the Agreement, Seller is prevented from fulfilling its obligations under this Agreement as a result of war, threat of war, civil war, terrorism, riot, civil commotion, fire, water damage, flooding, strikes, occupation of premises, lock-outs, import and export restrictions, government measures, disruptions in the supply of energy, all both within Seller's business and at third parties from whom Seller must obtain the required materials in whole or in part, as well as during storage or transport, whether or not under its own management, and furthermore by all other causes arising beyond Seller's fault or sphere of risk.

Article 11. Warranty

1. Buyer purchases the vehicles in the condition in which they are.
2. Unless agreed otherwise, no warranties are given.
3. If the standard manufacturer's warranty (as applicable in the country of the original supplier) still applies, Buyer must, if it wishes to invoke this warranty, contact the manufacturer directly.
4. Buyer agrees that Seller has no obligation to report any recall campaigns.

Article 12. Liability

1. Seller's liability towards Buyer is at all times limited to direct damage and to a maximum of the purchase price.
2. Direct damage means the reasonable costs incurred:
   a. to establish the cause and extent of the defect;
   b. to repair the defect.
3. Insofar as the damage claimed relates to damage to the paintwork, the scratch or scratches must be such that they cannot be polished out and must be visually perceptible from all sides. Dents must be visually perceptible from a distance of 3 metres from the vehicles on each side.
4. The amount of the damage described above shall be determined by an expert of, or to be appointed by, Seller.
5. Seller is not liable for indirect damage, consequential damage, loss of profit, costs of limiting and preventing the aforementioned damage, or any other damage that does not fall under direct damage as described in this article.
6. Seller shall in no event be liable for damage if it is unable to deliver, or to deliver on time, due to the acts of a third party, in which case Seller may also terminate the Agreement with Buyer. In that case Buyer shall have no claim whatsoever, on any legal ground, against Seller.
7. Buyer shall indemnify Seller against any claims by third parties.

Article 13. 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. Where applicable, VAT, BPM (Dutch vehicle registration tax) and/or other mandatory levies and taxes shall be charged.
3. Seller is entitled to sell vehicles under the margin scheme (article 28b et seq. of the Dutch Turnover Tax Act 1968). In that case no VAT shall be shown separately on the invoice and Buyer shall not be entitled to deduct or reclaim VAT on the purchase price.
4. Changes in taxes, excise duties and other levies imposed by the government shall always be passed on, including in Agreements already concluded, without Buyer having the right to terminate the Agreement.
5. Payment must be made no later than 7 days after the invoice date and, unless agreed otherwise, Buyer is in any event obliged to pay the purchase price in full before the vehicles are delivered.

6. Buyer is not entitled to deduct from or set off against the purchase price any amount on account of a counterclaim asserted by it, or to suspend payment on account of a counterclaim.
7. Payment shall be made by bank transfer to Seller’s bank account or to another bank account designated by Seller.

Article 14. Default in payment

1. If Buyer fails to pay the purchase price within 7 days of the invoice date, Buyer shall be in default by operation of law. Buyer shall then owe cumulative interest of 1% per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate shall apply.
2. In addition to interest, Buyer is obliged to compensate all additional costs and damage incurred by Seller. These include, among other things, storage and insurance costs as well as extrajudicial collection costs. Buyer shall also owe the aforementioned interest on these costs.
3. Seller is entitled to apply payments made by Buyer first in reduction of the costs, then of the interest and finally of the principal sum. Seller may, without thereby being in default, refuse an (offer of) payment if Buyer designates a different order of allocation. Seller may likewise refuse an (offer of) full repayment of the principal sum if the interest and costs due are not paid at the same time.
4. Payments shall at all times be applied to the oldest outstanding invoice.
5. If Buyer fails to pay the purchase price on time, Seller shall, without prejudice to the other provisions of these General Terms and Conditions of Sale, be entitled to sell the vehicles to a third party. Buyer must compensate the difference between the price Buyer would have paid and the price paid by the third party.

Article 15. Suspension and termination

1. Seller is entitled to terminate the Agreement if Buyer is declared bankrupt, applies for a provisional suspension of payments, or if a request by Buyer, being a natural person, for the application of the statutory debt rescheduling scheme is granted by the court, or if Buyer loses the power to dispose of its assets or parts thereof through attachment, placement under guardianship or otherwise.
2. Seller is furthermore entitled to suspend and/or terminate the Agreement if:
   a. Buyer fails to fulfil its obligations under the Agreement, or fails to do so on time or in full. This includes the situation in which Buyer fails to meet its payment obligations on time;
   b. circumstances that have come to Seller’s knowledge after the conclusion of the Agreement give good reason to fear that Buyer will not fulfil its obligations;
   c. Buyer was requested, upon conclusion of the Agreement, to provide security for the fulfilment of its obligations under the Agreement and such security is not provided or is insufficient;
   d. due to delay on the part of Buyer, Seller can no longer be expected to perform the Agreement on the originally agreed terms.
3. Buyer is liable for the damage suffered by Seller, including loss of profit, transport costs, storage and insurance costs as well as other costs. Buyer shall also owe

cumulative interest of 1% per month, unless the statutory commercial interest rate is higher, in which case that rate shall apply.

Article 16. Costs of extrajudicial measures and legal proceedings

1. If Seller takes extrajudicial measures, the costs thereof shall be borne by Buyer.
2. Where possible, the amounts to be paid by Buyer 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. Seller's legal costs, insofar as they are reasonable, shall be borne by Buyer.

Article 17. Confidentiality

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

Article 18. Applicable law

1. The legal relationship between Seller and Buyer 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.

Article 19. Disputes

1. All disputes that may arise between the parties in connection with and/or 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 Buyer within 6 months after the cause of action has arisen and has become known to Buyer, without prejudice to the possibility of earlier forfeiture or limitation in accordance with the law.

Article 20. Language

These General Terms and Conditions of Sale 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 Sale, or any difference in the interpretation thereof, the General Terms and Conditions of Sale drawn up in the Dutch language shall prevail.