

GENERAL TERMS AND CONDITIONS OF AUTO LEITNER B.V.

GENERAL

These General Terms and Conditions apply to agreements relating to the purchase, sale, advice, maintenance, repair and restoration of cars, parts and accessories thereof, entered into between the private limited company under Dutch law Auto Leitner B.V., having its registered office in Alkmaar, hereinafter referred to as “Auto Leitner”, and purchasers or clients, both private individuals and persons acting in the course of a profession or business.

Article 1 – Definitions

In these General Terms and Conditions (hereinafter referred to as the “Terms and Conditions”), the following terms shall, in the broadest sense, mean:

1. the car: a passenger car, a combination vehicle or van derived therefrom, the total weight of which, including payload, does not exceed 3,500 kg;
2. the agreement: the agreement for the purchase or sale of a car;
3. the assignment: the agreement to perform services, voluntary or statutory inspections and appraisals, separately or jointly also referred to as “work”;
4. the purchaser: the person who, pursuant to the agreement, purchases a new or used car, or parts or accessories thereof;
5. the client: a natural person or legal entity who gives an assignment to Auto Leitner as referred to in Article 7:400 et seq. of the Dutch Civil Code for the performance or commissioning of work.

Article 2 – General

1. These Terms and Conditions apply to all offers, agreements and assignments entered into between Auto Leitner and a purchaser or client (whether a legal entity or a natural person), with the express exclusion of any general or commercial terms and conditions of any third party to which Auto Leitner becomes directly or indirectly bound.
2. The parties and the authority to enter into the agreement must be expressly recorded in writing. Agreed deviations shall not affect the validity of the remaining Terms and Conditions and shall never apply to more than one transaction.
3. Auto Leitner is entitled to amend these Terms and Conditions at any time.

Article 3 – Formation of the Agreement

1. All offers and quotations made by Auto Leitner, regardless of the manner or person by whom or place where they are made, are without obligation and are based on the prices and specifications applicable at the time the agreement is concluded. Images, drawings, capacity specifications and further descriptions are as accurate as possible but are not strictly binding upon Auto Leitner. Minor deviations are permissible, while in the event of interim changes Auto Leitner shall be entitled, without prior knowledge or consent of the other party, to make necessary changes to cars sold by it or submitted to it for work, their equipment and/or parts.
2. Oral promises or agreements made by or on behalf of Auto Leitner shall only be binding if and insofar as they have been made by an authorized person and confirmed in writing.
3. If no written agreement has been issued by Auto Leitner, the written confirmation of Auto Leitner, the delivery source or Auto Leitner’s invoice shall constitute evidence of the

existence and contents of the agreement, subject to legally admissible evidence to the contrary.

Article 4 – Prices

1. All prices quoted by Auto Leitner are in euros and exclude VAT and/or other government-imposed charges, transport costs and any insurance costs, as well as the costs of assembly, service and inspection work and the costs of making the vehicle road-ready, unless expressly agreed otherwise in writing.
2. In the event of increases in prices, including those charged by importers and suppliers to the automotive company, and in the event of changes in wages, taxes, social security contributions, other employment conditions, currency exchange rates or similar circumstances after the agreement between the parties has been concluded, Auto Leitner shall be entitled to increase the agreed price in accordance with the aforementioned increase.
3. A price adjustment that is reasonably substantiated and implemented shall never constitute grounds for dissolution of the agreement.
4. Prices are calculated for delivery at Auto Leitner's registered address. If delivery elsewhere is requested by the purchaser/client, the associated additional costs shall be borne by the purchaser/client, unless otherwise agreed in writing.

Article 5 – Delivery

1. The car and/or service shall be delivered at Auto Leitner's registered address unless the parties have expressly agreed in writing on another place of delivery.
2. If the car and/or service has not been collected or accepted within 8 days from the time the purchaser/client has been informed that it is ready for delivery, Auto Leitner shall be entitled to charge storage fees in accordance with the applicable rate at its premises or at the relevant location.
3. Any delivery of the car and/or service other than to the automotive company's place of business shall be at the expense and risk of the purchaser/client.
4. The risk relating to the car accepted by Auto Leitner into its custody shall remain with the purchaser/client, except in the event of demonstrable intent or gross negligence on the part of Auto Leitner.

Article 6 – Delivery Period

1. The delivery date shall be the date of delivery of the car or service as stated in the agreement concluded by the parties, or such earlier or later date as the parties may subsequently agree. Early delivery is permitted at all times.
2. If no delivery date has been agreed, Auto Leitner shall inform the purchaser/client in writing in good time when the car and/or service will be available for the purchaser/client at Auto Leitner's premises or will be delivered at the agreed location.
3. Delivery periods, whether or not expressly stated, are approximate only and shall never constitute strict deadlines. Accordingly, late delivery by Auto Leitner can never constitute valid grounds for the purchaser/client to dissolve the agreement with Auto Leitner, unless an express delivery period has been agreed and that period has been exceeded by more than 60% (sixty percent).
4. Even after expiry of this extended period, Auto Leitner must first be formally notified of default in writing by the purchaser/client, whereby Auto Leitner shall be granted a period of

at least one month to fulfil its obligations before Auto Leitner can be deemed to be in default in this respect.

Article 7 – Cancellation

1. If the purchaser/client does not wish to exercise their right to dissolve the agreement pursuant to Article 6, or if they have no right to dissolution, the purchase agreement may be cancelled exclusively in writing, provided that within five working days after the date of the cancellation the purchaser/client compensates Auto Leitner in an amount equal to 10% (ten percent) of the purchase price of the cancelled car.
2. If the purchaser/client has not paid this compensation within five working days, Auto Leitner may notify the purchaser/client in writing that it demands performance of the concluded agreement. In that case, the purchaser/client may no longer invoke the cancellation.
3. If the delivery period is exceeded by more than four weeks, the purchaser/client may cancel the agreement in writing without owing any compensation to Auto Leitner.

Article 8 – Replaced Parts

1. After completion of the assignment, the replaced parts shall become the property of Auto Leitner, without the purchaser/client being entitled to any compensation.

Article 9 – Damage Appraisal

1. If Auto Leitner has carried out an appraisal at the request of the client/purchaser, the actual costs incurred for this shall be charged to the client/purchaser. The appraisal costs shall be agreed upon in writing by the parties in advance. In the absence of such an agreement, reasonable appraisal costs shall be payable, whereby the parties shall take as their starting point the professional rules for expert assessments drawn up in mutual consultation between BOVAG, FOCWA, NIAV and NVV.

Article 10 – Payment

1. Unless the parties have expressly agreed otherwise in writing, payment of the total agreed price must have been made by the other party prior to delivery, without set-off, deduction or suspension, or in cash upon delivery. "Delivery" shall also include the performance of a service.
2. For purchases or services provided on account, payment must be received no later than fourteen days after the invoice date, without any discount or right of set-off or suspension, unless otherwise agreed.
3. At the request of Auto Leitner, the purchaser/client shall make an advance or down payment, or provide security for the proper fulfilment of their obligations in a manner determined by Auto Leitner.
4. If the purchaser/client has not paid the total agreed price or has not paid it on time, they shall be in default without notice of default being required. Without prejudice to any other rights available to Auto Leitner, Auto Leitner shall in such event be entitled to charge interest at the statutory rate plus 2% (two percent) on the outstanding amount per calendar month or part thereof, commencing on the relevant due date.
5. If Auto Leitner is forced to hand over a claim for collection, all costs associated therewith, both judicial and extrajudicial, the latter being set at a minimum of 15% (fifteen percent) of

the outstanding amount with a minimum of EUR 115 (one hundred and fifteen euros), shall be borne by the other party, without prejudice to Auto Leitner's further claims for damages.

Article 11 – Retention of Title, Right of Retention and Pledge

1. Auto Leitner retains title to all goods delivered by it to the purchaser/client until the total agreed price for all such goods has been paid in full. If, in connection with these agreements, Auto Leitner performs work for the benefit of the purchaser/client for which the purchaser/client is required to pay, the aforementioned retention of title shall remain in effect until the purchaser/client has also paid in full the claim relating to such work.
2. The retention of title shall also apply to claims that Auto Leitner may acquire against the purchaser/client as a result of the latter's failure to fulfil one or more of their obligations towards Auto Leitner.
3. For as long as Auto Leitner exercises its retention of title over the delivered goods, the purchaser/client may not pledge the goods or grant any other rights thereto to a third party and shall be obliged to report to Auto Leitner any matter that harms or may harm Auto Leitner's interests as owner of those goods.
4. Auto Leitner shall not be obliged to indemnify the purchaser/client against the latter's liability as holder of the goods. Conversely, the purchaser/client shall indemnify Auto Leitner against claims that third parties may assert against Auto Leitner in connection with the retention of title.
5. The purchaser/client is obliged to insure and keep insured the car and related goods against third-party liability and comprehensive/casco risks for the duration of the retention of title. The purchaser/client hereby grants Auto Leitner an irrevocable power of attorney to receive insurance payments based on the insured comprehensive/casco risk on their behalf.
6. If the purchaser/client fails to fulfil their obligations, or Auto Leitner has good reason to suspect that they will fail to do so, Auto Leitner shall be entitled to take back the goods delivered under retention of title. Following repossession, the purchaser/client shall be credited with the market value, which shall in no event exceed the original purchase price, less the costs incurred in taking back the goods and less any other amounts owed by the purchaser/client to Auto Leitner in connection with the failure to fulfil their obligations.
7. Auto Leitner may exercise a right of retention over everything it holds for or on behalf of the purchaser/seller for as long as goods or services supplied by Auto Leitner have not been paid for in full and this constitutes an attributable failure by the purchaser/client, including any damages, interest and costs that the purchaser/client owes or will owe to Auto Leitner pursuant to any agreement and/or these Terms and Conditions.

Article 12 – Dissolution

1. If, after having been formally notified of default in writing, the purchaser/client remains in default of fulfilling their obligations towards Auto Leitner for a period of 14 (fourteen) days, the agreement shall be dissolved by operation of law without judicial intervention, unless Auto Leitner nevertheless demands performance of the agreement.
2. If the purchaser/client culpably fails to fulfil their obligations and the agreement is dissolved on that basis, the purchaser/client shall forfeit to Auto Leitner an immediately payable penalty of 15% (fifteen percent) of the agreed amount, without notice of default or judicial intervention, without prejudice to Auto Leitner's right to full compensation for damages and reimbursement of all recovery costs.

3. If Auto Leitner demands performance of the agreement pursuant to paragraph 1, the purchaser/client shall, after expiry of the 14-day period referred to in paragraph 1, owe Auto Leitner an immediately payable penalty of 2% (two percent) of the agreed purchase price for each month or part thereof that has elapsed thereafter until the date of performance, without prejudice to full compensation for damages and reimbursement of recovery costs, including all costs of recovery.

4. Without prejudice to the provisions of this Article, Auto Leitner shall be entitled, without notice of default or judicial intervention and without prejudice to any other rights available to the automotive company, to dissolve or suspend the agreement in whole or in part with immediate effect if the purchaser/client dies, applies for suspension of payments, files for bankruptcy, or if their bankruptcy is or has been applied for or has been declared. In these cases, every claim of Auto Leitner against the purchaser/client shall become immediately and fully due and payable, without Auto Leitner being obliged to pay damages and/or provide any warranty.

45. In cases where the purchaser/client is aware of facts and/or circumstances that give them good reason to fear that they will not fulfil and/or will fail to fulfil their obligations towards Auto Leitner, they shall be obliged to notify Auto Leitner thereof immediately.

Article 13 – Force Majeure

1. If it becomes apparent that performance of an agreement by Auto Leitner becomes difficult or impossible as a result of force majeure, Auto Leitner shall be entitled, insofar as the agreement has not yet been performed, to dissolve the agreement by written notice, without being obliged to pay any damages or compensation, while informing the purchaser/client of the circumstances that make further performance difficult or impossible.

2. For the purposes of these Terms and Conditions, force majeure shall include, but not be limited to: - war or a situation comparable thereto, riots and sabotage; - fire, lightning strike, explosion, leakage of hazardous substances or gases; -disruption of the energy supply, factory or business disruption of any kind;- boycott, occupation of business premises, blockade, insofar as carried out by persons other than employees of Auto Leitner; - transport restrictions, frost-related work stoppages, import and export bans; - non-attributable failure by third parties engaged by Auto Leitner for the performance of the agreement; -all impediments caused by government measures; - epidemics; - theft, embezzlement or damage to goods from Auto Leitner's warehouse, workshop or other business premises, or during transport; - as well as any other circumstance that obstructs the normal course of business at Auto Leitner, as a result of which performance of the agreement cannot reasonably be required of Auto Leitner. The provisions of this paragraph shall also apply if these circumstances affect suppliers or third parties engaged by Auto Leitner.

3. If a force majeure situation arises on the part of Auto Leitner, it shall inform the purchaser/client thereof as soon as possible, stating whether delivery is still possible and, if so, within what period.

4. If delivery has not become permanently impossible as a result of force majeure, but cannot take place within a period of 3 (three) months after the agreed delivery date, both parties shall be entitled to dissolve the agreement by notifying the other party in writing, without either party being entitled to claim damages from the other party. Such notice must be given within 1 (one) week after receipt of the notification referred to in paragraph 3.

Article 14 – Liability

1. Auto Leitner shall only be liable to the purchaser/client for damage that is the foreseeable and direct consequence of an attributable failure on the part of Auto Leitner in the performance of its obligations under the agreement between Auto Leitner and the purchaser/client.
2. Any form of consequential or indirect damage is excluded from Auto Leitner's liability and compensation, including, but not limited to, business interruption, delay damage (other than statutory interest), damage due to depreciation, loss of enjoyment, loss of profit, or loss incurred, damage relating to the costs of replacement transport or rental and leasing costs, damage to (goods belonging to) third parties, cargo damage, and personal or non-material damage.
3. Insofar as Auto Leitner is obliged to compensate damage pursuant to paragraph 1 above, this shall be limited exclusively to damage against which Auto Leitner is insured, provided that in no event shall compensation exceed the maximum insured amount or the amount that can reasonably be insured.
4. With regard to the condition of goods and/or services delivered by Auto Leitner, its liability towards the purchaser/client shall not extend beyond what is described in the warranty provisions as set out in Article 15.
5. The purchaser/client shall not have the rights granted by law to a purchaser/client who is not acting in the course of a profession or business, including the right under Book 7 of the Dutch Civil Code that the goods must conform to the agreement upon delivery.
6. The purchaser/client shall indemnify Auto Leitner against all claims from third parties, except in cases where Auto Leitner is demonstrably liable pursuant to the agreements concluded or applicable statutory provisions.

Article 15 – Warranty

1. For deliveries of new goods, including parts, materials and accessories, no warranties other than those provided by the manufacturer, importer or supplier shall apply, as stated in the warranty forms provided to the other party.
2. If no warranty forms have been provided, Auto Leitner shall, with respect to goods obtained by it from third parties or work performed by third parties on its behalf, not be subject to any warranty extending beyond the warranty obtained by Auto Leitner from the relevant third party.
3. Warranty on goods previously used by third parties (including used cars, demonstration and show models, exchange parts and components) is expressly excluded, unless the parties have expressly agreed otherwise in writing.
4. Any warranty claim shall lapse if, without Auto Leitner's prior written consent, work has been carried out by the purchaser/client or a third party relating to the goods and/or services for which the warranty claim is being made.
5. In the event of any warranty, Auto Leitner shall, at its sole discretion, only be obliged to replace, supplement or repair the delivered goods, provided that the defect does not concern customary deviations and is not the result of an external cause and/or any act or omission by the other party or a third party, or normal wear and tear. The goods or parts thereof that have been replaced shall become the property of Auto Leitner.
6. Auto Leitner guarantees the proper functioning of the engine and gearbox in cars supplied by it for a period of three months, up to a maximum of 5,000 km (five thousand kilometres), calculated from the date of delivery of the car. The warranty means that Auto Leitner shall,

at its own expense, remedy any defects in these components identified within this period, provided that such defects are reported to Auto Leitner without delay.

7. No warranty is provided for emergency repairs carried out. The warranty shall lapse in the event of improper use or if the purchaser/client or third parties, without Auto Leitner's prior approval, have carried out work that is directly or indirectly related to the repair work performed by Auto Leitner in respect of which the warranty claim is made.

Article 16 – Complaints

1. Complaints concerning goods and/or services supplied by Auto Leitner must be submitted to Auto Leitner in writing within a reasonable period, but in any event within 8 (eight) days after the grounds for the complaint have been discovered or could reasonably have been discovered, failing which any claims shall lapse.

2. With regard to externally visible defects in goods delivered by Auto Leitner, such as scratches, dents and the like, no complaint may be made after actual delivery, except where the purchaser/client provides evidence to the contrary.

3. Returned goods shall not be accepted unless they have been approved by Auto Leitner in writing in advance. They must be shipped carriage paid and properly packaged.

Article 17 – Trade-In/Purchase

1. Where a purchase of goods involves the trade-in of another item and the purchaser/client continues to use the trade-in item pending delivery of the item sold to them, the trade-in item shall remain entirely at their expense and risk for as long as they have not actually delivered it to Auto Leitner. Until that time, they shall remain the owner of the trade-in item and all costs, including maintenance costs, damage, loss and depreciation, shall be borne by them.

2. Auto Leitner shall not be bound by an agreed trade-in price if the actual delivery of the trade-in item takes place later than the estimated delivery period. In that case, a percentage previously agreed between the parties may be applied as depreciation to the purchase price.

3. Unless expressly agreed otherwise in writing, the purchaser/client warrants to Auto Leitner that any item or items to be traded in are free from rights and claims of third parties, are free from damage, are in proper and roadworthy condition, and have not been tampered with, such as, for example, with regard to mileage. Furthermore, the purchaser/client generally warrants to Auto Leitner that they are not aware of any facts or circumstances relating to the trade-in item or items that they know, suspect or ought to know are or may be relevant to Auto Leitner and of which Auto Leitner has remained unaware.

4. The actual trade-in shall not release the purchaser/client from the warranty referred to in paragraph 3.

Article 18 – Personal Data

1. The personal data of the purchaser/client stated on the order confirmation shall be processed by Auto Leitner, potentially within the meaning of the General Data Protection Regulation (GDPR). Based on this processing, Auto Leitner may perform the agreement and fulfil its warranty obligations towards the purchaser/client, provide the purchaser/client with optimal service, provide them with up-to-date information about Auto Leitner in a timely manner and make personalised offers to them.

2. In addition, personal data may be made available to third parties for the purpose of direct marketing activities carried out on behalf of and for Auto Leitner.
3. Any objection raised by the purchaser/client with Auto Leitner against the processing of personal data within the meaning of the GDPR for direct mailing activities shall be honoured.

Article 19 – Applicable Law, Jurisdiction, Arbitration and Mediation

1. All legal relationships between Auto Leitner and the purchaser/client shall be governed exclusively by Dutch law.
2. The court in the district in which Auto Leitner has its registered office shall have exclusive jurisdiction.
3. Arbitration is excluded unless expressly agreed upon in advance.
4. Mediation is excluded unless expressly agreed upon in advance.