



General terms and conditions of TMH – Sale

These general terms and conditions are used by TMH Bodybuilder B.V. and TMH Trading B.V.

Article 1: Definitions

The following capitalised terms have the following meanings:

1. **Client:** the relevant TMH customer with whom TMH concludes an agreement.
2. **EU:** the countries of the European Union, at the moment the relevant clause is applicable.
3. **Item:** the vehicle, machine, spare part or other object or material that is the subject of the agreement with the Client, including their ancillary objects such as keys and documentation.

TMH: TMH Bodybuilder B.V. / TMH Trading B.V.

Article 2: Scope

1. These general terms and conditions apply to and form an integral part of all offers made by TMH and all agreements, whether consecutive or not, whether they are in writing or concluded orally, concluded or to be concluded with the Client, unless expressly agreed otherwise in writing. In case of inconsistency between the agreement and these general terms and conditions, the agreement prevails, unless expressly agreed otherwise in writing.
2. Unless agreed otherwise in writing, or as indicated herein, no terms and conditions apply to the relationship between TMH and the Client other than the present general terms and conditions of TMH. The terms and conditions (by whatever name), which are used by the Client only apply if they are expressly accepted in writing by TMH in the agreement. The Client waives any claims on the basis of its own terms and conditions.
3. If and when TMH engages third parties or persons for the execution of the agreement, the terms and conditions applied by these third persons or parties which are accepted practice in the business sector concerned, or which are used by such person or party, can be invoked by TMH vis-à-vis the Client. If any provision in such terms and conditions conflicts with a provision in these general terms and conditions, the provision of these general terms and conditions prevails; otherwise the provisions apply in addition to the provisions of these general terms and conditions.

Article 3: Offers, prices, agreements

1. Each of TMH's offers and offers of the Item's manufacturers, of whichever kind, is non-binding unless explicitly indicated otherwise. This includes without limitation specifications, samples, images, demo's etc. of Items, these are indicated as adequately as possible but are non-binding. TMH is entitled, without being liable, to make changes to offers, including any technical specifications. Any order numbers or similar numbers included in any documentation are for internal reference only, the Client cannot derive any rights from this. Offers are valid for the relevant offer only and not for subsequent orders.



2. Prices are in euro's, Ex Works TMH's location in the Netherlands, and excluding taxes, such as VAT and Dutch vehicle taxes, other government imposed costs and costs for delivery, reporting, storage, transport, packaging, travel, assembly and the like, which costs are invoiced separately, unless explicitly agreed otherwise in the agreement. Price offers for a total price do not oblige TMH to deliver it in parts, for the corresponding part of the price.
3. TMH is entitled to increase the price of an offer if the costs for performing the agreement have increased with more than 5% before the start of its performance. TMH is entitled at all times to increase the price pursuant to the relevant Dutch inflation index after prior notification, as well as between any two agreements.
4. TMH is entitled to invoice extra work or extra costs if (i) this is the result of the Client's request for a change to the agreement, (ii) circumstances outside TMH's control lead to higher costs for performing the agreement, provided TMH has informed the Client thereof.
5. The agreement is deemed to have been concluded if (i) TMH confirms the Client's order in writing, (ii) if TMH has started the performance of the agreement, or (iii) if TMH confirms that it has initiated the agreement's performance. However, TMH reserves the right to cancel the agreement at its own discretion without cause and without liability within two days after the written confirmation.
6. Absent a written agreement, the invoice is deemed to fully and correctly reflect the agreement's contents.
7. If the Client's acceptance of an offer deviates from the offer, regardless of the type of deviation, this is deemed to be a new offer and a rejection of TMH's offer. In that case, the agreement is not concluded unless TMH explicitly indicates otherwise in writing or if TMH has started the performance of the agreement. TMH's description of the agreement's performance prevails over the Client's description thereof, if any.

Article 4: Payment

1. Unless agreed otherwise in writing, payment must be made in advance of delivery of the Item, work and/or services, such advance payment includes (without limitation) at least 25% of the total fees. If payment is not made in advance, payment must be made within thirty (30) days from the invoice date, or another term indicated on the invoice, pursuant to the payment instructions. However, if TMH pays any external costs for the Client in advance, the Client is at TMH's request obliged to immediately pay to TMH the amount paid in advance by TMH after the invoice for such costs.
2. With regard to sold Items, the Client must pay the Dutch applicable VAT at the time of sale over the total price, if the Client cannot evidence within three months after delivery that the Item was sold/delivered in another country in the EU, such unless TMH agreed to deliver the Item outside the Netherlands.
3. Any complaints about incorrect invoices must be made within eight (8) days after the invoice date, in absence of which the invoice is deemed accepted.
4. Unless agreed otherwise, all fees and costs must be paid in euros. Any currency differences or risks as well as the costs for transferring the payment are borne by the Client. If the Client pays in a different currency than the invoiced price, in case of decrease in the currency of the sales amount versus the currency in which it is paid, the Client is obliged to pay the difference in value.
5. The Client is obliged to provide security upon TMH's first request, in the form of a security deposit, bank guarantee or as the case may be a different form of security, for all amounts the



Client owes or will owe to TMH, such without affecting TMH's retention rights. TMH is entitled to retain and set off any security amounts paid for sold Items by subtracting this from the sales invoice. Without affecting any of the other clauses herein, TMH is entitled to not deliver any Item if the Client does not provide security as set out above.

6. No entitlement whatsoever to setoff or suspension accrues to the Client.
7. If the Client has not fulfilled its payment obligation, the Client is in payment default and all other claims vis-a-vis the Client become immediately payable. TMH will be entitled to claim back the Item with immediate effect for each payment arrear and the Client will be obliged to provide full cooperation to the immediate return of the Item. Furthermore, TMH is then entitled to charge interest of 1% (one percent) or the statutory commercial interest in conformity with the Dutch Civil Code, whichever is higher; the interest may be charged for a full month if payment is not made in that month. All judicial and extrajudicial recovery costs are at the expense of the Client, with a minimum of 15% (fifteen percent) of the recovery amount. The costs for legal proceedings before an arbitral court are also regarded as judicial and extrajudicial costs.
8. TMH is entitled to have amounts paid by the Client first cover the costs for recovery, then the accrued statutory interest and finally the amounts payable. TMH is entitled to refuse full payment of the amounts payable if the Client does not simultaneously pay the costs and the statutory rent.
9. If the Client does not fulfil its obligations, without affecting TMH's other rights, TMH is entitled to suspend its own obligations and entitled to refuse to deliver any (new) Items and/or to request security for payment.

Article 5: Performance of the agreement (general)

1. Unless explicitly agreed otherwise in writing, TMH is not obliged to comply with any non-Dutch regulations in the performance of the agreement.
2. All indicated lead times and delivery dates are estimated and not 'fatal', unless the agreement explicitly states that the lead times and/or delivery dates are fatal.
3. The Client must ensure that it timely submits to TMH all information which is requested by TMH or which is reasonably required for a proper performance of the agreement, for example if TMH makes or assembles an Item on the Client's specification. The Client warrants the information it provides to TMH is correct, complete and up-to-date; TMH is not obliged to verify this and is not liable if the Client is in breach of this warranty. The Client also warrants that all relevant access, facilities and cooperation are provided in a timely manner for TMH to perform the agreement. The Client indemnifies and holds harmless TMH for any costs and damages suffered as a result of the Client's breach of the foregoing warranties as well as in relation to any materials and the like instructed by the Client. All consequences of the Client's non-compliance with the foregoing, including breach of warranty, are borne by the Client and TMH can suspend any of its obligations as a result thereof.
4. The risk of any errors in the transmission of any orders by the Client rests with the Client. TMH reserves the right to invoice any costs and damages as a result of such errors.
5. The Client is obliged to submit to TMH all relevant identification documents, such as documentation relating to its registered office, incorporation documents and chamber of commerce registrations, as well as identification documents of its affiliated natural persons, as well as any documentation that TMH must include in its administration pursuant to applicable laws.



6. TMH reserves the right to retain any object owned by the Client which is in TMH's possession or control, until the Client has fulfilled its obligations ensuing from all agreements with TMH.
7. Any item that is replaced by TMH in the performance of the agreement, remains or becomes TMH's property unless explicitly agreed otherwise in writing.

Article 6: Sale of Items

Delivery

1. Unless explicitly agreed otherwise in writing, the Item is delivered Ex Works (applicable or then current INCOTERMS), at TMH's location in the Netherlands, irrespective of whether TMH arranges for transport of the Item. In the latter event TMH will act as forwarding agent.
2. At the delivery moment indicated by TMH, risk in the Item passes to the Client, irrespective of whether the Client has collected it.
3. The Client is obliged to collect the Item at the indicated delivery date and time, failing which TMH is entitled to retain, without obligation to repay, any advance payments - including without limitation deposits and advance purchase amounts - made by the Client for the Item and to store the Item at the Client's cost at a location determined by TMH. All costs related to the non-collection of the Item, such as insurance and storage costs, become immediately due and payable. TMH is entitled to retain the Item until the Client has fulfilled all its payment obligations, including payment of the aforementioned costs. If TMH terminates the agreement, it is entitled to sell the Item, without its other rights being affected.
4. If TMH agrees to deliver the Item at the Client's location, TMH can invoice the extra costs and TMH will deliver it at the Client's last known address. TMH is only obliged to arrange the transport's insurance if the Client has timely instructed TMH to do so in writing.

Import and export

5. The Client is responsible for obtaining the relevant permits and other permissions to export and import the Item to its country of destination.
6. Delivery within the EU: if the Item is intended for an EU-member state and picked up in the Netherlands by or on behalf of the Client, the EU-import certificate must be filled out (Item's arrival at the destination, destination, country, signature) and returned either physically or electronically to TMH immediately after the Item's delivery at its destination.
7. Delivery to non-EU countries: if the Item is intended for a non-EU country (third country) and is picked up in the Netherlands by or on behalf of the Client, TMH will hand over an Export Accompanying Document which must be submitted to customs at delivery from the EU. Upon the proper completion of the export procedure, TMH will receive an export confirmation from customs.
8. The Client may not use the Item for any purposes which are described as prohibited in export law legislation, including but not limited to use for military purposes or terrorism. If the Client wishes to use the Item for specific purposes for which an export license is required, if TMH so agrees, an export license may be applied for.

Ownership, retention of title

9. TMH retains title and interest in the Item until the Client has paid all amounts due for the delivered Item and for any of TMH's work or services, as well as other amounts due by the Client as a



result of its default under the agreement. Until that moment, the Client: (i) will ensure that it cares for the Item diligently, (ii) will separate the Item from other products and mark them as TMH's property in so far as this is possible in the context of its regular business activities, (iii) will not remove any ownership notices from the Item, (iv) will fully insure the Item against damage, loss and theft and at TMH's request submit the relevant insurance policy, (v) is only entitled to use or sell the Item in the context of its regular commercial activities, (vi) the Client is not entitled to give the Items in security in any way, encumber them, sell them, rent them, make them available to third parties or otherwise retract them from TMH's property outside the Client's regular commercial activities as permitted above. This clause has property law effect.

10. These retention of title provisions do not expire due to the mere fact that TMH at any time does not have a claim on the Client.
11. The Client must inform TMH immediately upon a third party taking conservatory or enforcement measures, such as seizing them, in relation to the Item. The Client must then inform the third party that TMH owns the Item and must take those measures required to prevent or to lift the seizure of the Item.
12. Without affecting TMH's statutory rights, TMH is entitled to retrieve the Item in case: (i) of the Client's non-payment of an invoice, (ii) it is foreseeable that the Client will not be able to pay an invoice, e.g. due to impending bankruptcy, (iii) a third party seizes the Item or the Client's property or goods under its control. In that case, TMH and/or persons so appointed by TMH are entitled to enter any building, premise or site where the Item is located for these purposes and the Client is obliged to cooperate with TMH and/or the relevant persons, in order to be able to take possession of the Item and retrieve it. After retrieval of the Item, each order on the basis of which the Item was supplied is deemed rescinded; TMH is then entitled to resell the Item. The costs of repossession of the Item (including without limitation transport costs and legal fees) will be charged to the Client, whether or not these costs are incurred by TMH.
13. If and in so far as the retention of title is not valid, TMH is hereby granted a right of pledge on the Item, as well as on the insurance claims set out above and any claims the Client has on its customers if the Item is sold to such customers in the context of its regular business activities. The Client agrees to provide the cooperation and sign the documentation required to further effectuate this right of pledge.
14. When parts of the Item are replaced due to repair thereof, TMH retains or obtains the title in these parts and the Client is not entitled to a payment of the remaining value, such unless the Client has explicitly requested that the replaced parts are handed over.

Sale of an item to TMH (exchange)

15. The Client and TMH may agree that the Client (re)sells an item to TMH, when purchasing a new Item. TMH may then decrease the new Item's purchase price with the value of the (re)sold item per the date of its delivery at TMH's location in the Netherlands and based on the information provided by the Client with regard to build date, mileage, history of damage and/or accidents and based on the assumption that the item is entirely free of damage and any third party rights. The risk in the Client's item passes to TMH after TMH has taken it in at TMH's location in the Netherlands. If the foregoing information provided by the Client and/or assumption turns out to be incorrect, TMH reserves the right to rescind the relevant sales agreement and/or to decrease the price of the (re)sold item. Such rescission shall not affect the sales agreement for the new Item and the Client is then obliged to pay the full price of the new Item.



Article 7: Inspections, complaints, defects

1. The Client must inspect the Item, performed work and/or delivered services (if applicable) immediately upon their delivery to verify whether they comply with the agreement. Minor and/or usual deviations in quality, amount, size, weight or finishing and deviations as a result of errors in any offers are not regarded as non-compliance, as well as deviations as set out in article 8, sub 3 (i) through (iii). Any ascertained non-compliance must be notified to TMH in writing within eight days after delivery, or, if the non-compliance cannot reasonably be ascertained, within eight days after the Client could have reasonably ascertained the non-compliance, and ultimately within eight days of the invoice date, in absence of which any claims expire. The notice must set out the non-compliance in detail and contain evidence of the non-compliance so that TMH can adequately respond to it. The notice of non-compliance with regard to a certain Item, work and/or service does not affect the obligations related to other Items, work and/or services, including the Client's related payment obligations.
2. The Client shall provide the requested information, cooperation and access for TMH to investigate the suspected non-compliance. Items may only be returned to TMH after its prior written consent. Any return shipments must be sent DDP as per the then current INCOTERMS at TMH's location in the Netherlands and, if applicable in the original packaging.
3. If TMH, at its discretion, determines the Item, work and/or services are not in compliance with the agreement, it may choose to either replace or repair the Item, respectively rectify the work and/or services, unless replacement or repair, respectively rectification is no longer a realistic option for the Client, which is to be evidenced by the Client, or to credit it. TMH's liability in relation to a non-compliance is limited at all times to the warranty and liability provisions in these general terms and conditions.
4. Repair or replacement, respectively rectification of work and/or services will be carried out at the original delivery location. If it must be carried out at a different location, TMH reserves the right to invoice the related additional costs.
5. TMH will only pay the Client's costs for having Items repaired or work and/or service rectified, either by itself or a third party, if the Client has obtained TMH's prior written consent for this.
6. TMH reserves the right to invoice the costs made in relation to the inspection of the non-compliance if the notification was not justified.

Article 8: Warranties

1. TMH can only be bound to a warranty if this is explicitly given by TMH in writing.
2. Any warranty given by a manufacturer or other third party is always subject to the manufacturer's or relevant third party's warranty conditions, which prevail over conflicting provisions in this article.
3. Excluded from warranties in any event are: (i) damage and/or defects as a result of improper, careless and/or non-expert use of the Item, including without limitation overloading, use of wrong fuels, not following the instructions and non-expert steering of the Item, (ii) defects and/or damage as a result of repair or amendment of the Item by or on instruction of the Client, without TMH's prior written consent, (iii) defects and/or damage as a result of normal wear and tear, accidents and/or external factors such as fire or heavy weather, (iv) delivery to Clients outside the EU.



4. Warranty claims are only valid if they are notified in writing within the warranty term and in compliance with the notification obligations indicated in article 7. Article 7 also applies to warranty claims.
5. TMH will not claim an exclusion of a valid warranty claim if it is absolutely necessary for the Client to repair the Item and the Client cannot reasonably be expected to await TMH's response to the warranty claim. However, in that case the warranty claim is limited to the costs if TMH for repair at TMH's location.

Article 9: Liability and indemnity

1. TMH will not be in any manner whatsoever liable for direct or indirect or any other type of damage on the part of the Client or third parties, suffered and arisen due to the use of the Item or otherwise in relation to the agreement. TMH can therefore, amongst others, not be held liable for damage resulting from work and/or the failure by any third party to deliver (in a timely manner) goods or services, for any loss of income, loss of profits, damage to property, fines, government penalties, reputational damage or immaterial damage.
2. In any event, TMH limits its liability to the fullest extent permitted by law. If, notwithstanding the above, TMH can be held liable, TMH's liability is limited at all times to the reasonable and evidenced costs for limiting, preventing and/or ascertaining the damage as well as to the amounts paid out by its insurance company or, if the insurance company does not pay out, TMH's total aggregate liability is limited at all times (i) for sale of Items, to 5% (five percent) of the price, excluding VAT, paid by the Client for the Item that caused the (first) damage and (ii) for work and/or services, to 5% (five percent) of the amount, excluding VAT, paid by the Client for such work and/or services and in the case of ongoing work and/or services, of the amount paid during the two month period prior to the event that caused the (first) damage.
3. The foregoing limitations do not apply in the event of the intent or gross negligence on the part of TMH's management. The entities or persons in TMH's management cannot themselves be held liable for such damage.
4. In all cases where performance of the agreement is still possible, including where TMH has given a guarantee (if any), TMH can only be held liable after it has been served a notice of default, setting out the claimed default in sufficient detail for TMH to remedy it.
5. As soon as possible but ultimately within one (1) month after becoming aware of the cause of a claim, the Client has to notify TMH thereof, in absence of which the claim expires. Any claims against TMH have to be initiated in legal proceedings against TMH within four (4) months after the Client became aware, or should have reasonably become aware of the cause of the claim, in absence of which the claim expires.
6. Third parties hired by TMH in relation to the performance of the agreement are entitled to invoke the liability limitation in this article against the Client. TMH is entitled to invoke the liability limitation of this article against third parties involved in the performance of the agreement.
7. The foregoing limitations also apply to any of the Client's claims for repayment of any paid amounts.
8. If TMH receives a third party claim in relation to the agreement that is not caused by TMH, the Client will keep TMH, its employees, officers and agents indemnified and hold them harmless from all costs, claims, fines, settlement amounts and/or causes of action in relation to such claims.



Article 10: Suspension, end of the agreement

1. TMH can suspend its obligations and the agreement can be terminated by TMH for cause (*'opgezegd'*) or rescinded (*'ontbonden'*) at TMH's option, at any time without notice of default and with immediate effect, without the requirement of any judicial intervention or judicial termination or obligation to pay damages on the part of TMH, if one of the following events occur: (i) as soon as the Client is the subject of a petition for bankruptcy, a composition with creditors, an insolvency application, or application for moratorium, or any similar legal concept in accordance with the law; (ii) as soon as any Item that is still owned by TMH, and/or the assets of the Client is/are seized or are otherwise the subject of any enforceable or precautionary measures whatsoever by a third party, including any government agency or authority; (iii) as soon as the Client loses control over its assets for whatever reason; (iv) if the Client does not fulfil its obligations (*'komt tekort'*) under the agreement or if TMH has good grounds to believe the Client may not be able to fulfil its obligations (for the avoidance of doubt, such obligations, whenever used in the terms and conditions, include the obligations set out in these general terms and conditions); (v) if the control in the Client is taken over by a third party; (vi) if the Client's management board changes substantially; (vii) if the Client discontinues its business activities; (viii) cancellation by the insurer of the insurance with regard to the Item that is still owned by TMH, if this can be attributed to the Client and no other respectable insurer wants to insure the Item; (ix) in case TMH finds that the Client has made untruthful statements; (x) in case the Client, the Client's managing officers, management board, employees and/or hired contractors have committed an offense which influences or may influence the performance of the agreement (e.g. have committed fraud with regard to the Item's registration documentation); (xi) in case TMH finds that there are circumstances in the country where the Item, if still owned by TMH, is used or located that may potentially lead to the Item being damaged, stolen, confiscated or otherwise harmed.
2. If TMH suffers force majeure for a consecutive period of more than three months then each of the Client and TMH are entitled to terminate (*'opzeggen'*) the agreement.
3. At the end of the agreement all claims of TMH against the Client will become immediately due and payable.
4. The termination rights set out in these general terms and conditions do not affect either party's rights to terminate the agreement as provided for by the law applicable to these general terms and conditions.
5. The Client's statutory right to rescind the agreement due to TMH's default under the agreement is subject to the Client's notice of default as set out in article 9 part 4.

Article 12: Force majeure

1. TMH is not obliged to comply with its obligations if it cannot do so as a result of circumstances that are not due to TMH's intent or gross negligence or in case of force majeure.
2. Force majeure is taken to mean that which the law and case law includes as to that, each circumstance beyond the control of TMH, as a result of which fulfilment of its obligations cannot reasonably be requested of it, regardless of whether this circumstance was foreseeable at the time of concluding the agreement.
3. The following are in any case deemed such circumstances: strike actions and exclusions, embargo, acts of God, weather circumstances, riot/disturbances, war, terrorism, crime, theft,



accidents, fire, excessive sickness absence, business interruption, weather conditions, epidemics, pandemics, infrastructural problems, errors or non-availability of communication facilities including the Internet, electricity failures or shortages, failure of websites, or other technical breakdowns on the part of TMH, its suppliers and/or its own transport, or the transport arranged by third parties, force majeure or defaults of third parties, whether or not hired by TMH, delayed delivery of ordered vehicles, materials or parts, import- and/or export restrictions, measures imposed by government agencies or authorities and the withdrawal of one or more permits or other type of authorisation that must be acquired from or granted by authorities.

4. In addition to termination of the agreement per article 11, TMH is also entitled to suspend its obligations under the agreement for the duration of the period of force majeure, without TMH becoming obliged to pay any compensation.
5. If TMH has, in case of force majeure, fulfilled part of its obligations, the Client is obliged to pay the corresponding amounts.

Article 13: General provisions

1. The Client agrees to keep confidential TMH's information which is marked as confidential or which is of such nature that the Client can reasonably understand it must be kept confidential.
2. If any of the provisions of these general terms and conditions, or as the case may be the agreement, is null and void, they will be deemed to be replaced by a clause that approaches the effect of the null and void provision as closely as possible. The remaining provisions will remain unimpaired.
3. These general terms and conditions may be changed by TMH. The notified new terms and conditions apply to any new agreements concluded between the parties. With regard to any ongoing agreements the following applies: TMH will notify the Client of the new terms and conditions, allowing the Client to object to the new terms and conditions within a reasonable term of at least two weeks before the effective date of the new terms and conditions. If the Client objects to the new terms and conditions, TMH may decide to allow the Client to terminate the agreement or to continue the agreement under the old terms and conditions or agree to another solution with the Client. If the Client does not object to the new terms and conditions within the set term, the new terms and conditions apply to the agreement as per their effective date.
4. Changes to the agreement can only be made with written consent of both parties.
5. The Client is not entitled to transfer or assign any of its rights and obligations pursuant to the agreement including any warranty to any third party without TMH's prior written consent. The Client hereby agrees that TMH may transfer or assign its rights and obligations to a third party that takes over its business or part of its business and that it may also transfer or assign the rights to the amount payable by the Client to a third party, e.g. for securitization purposes.
6. If a party does not invoke a provision of the agreement or these general terms and conditions, this does not constitute a waiver of such provision.
7. TMH may process personal data of contact persons or other persons at the Client, which it does so under its own responsibility, as a controller, as referred to in the General Data Protection Regulation EU/2016/679 (GDPR).
8. TMH reserves the right to cancel any agreement that has been concluded by unauthorised TMH staff. The Client warrants that the person who concludes and/or executes an agreement on its behalf is authorised to do so. The Client waives any rights it may have in relation to unauthorised representation and agrees to pay TMH's costs and damages it suffers as a result thereof.



9. The parties agree that if the Client is established outside the Netherlands, articles 6:232 and 6:234 (jo. 6:230c) of the Dutch Civil Code apply. The parties also agree that article 6:227b sub 1 Dutch Civil Code does not apply. The Client waives its right to rescission (*“ontbinding”*), or annulment (*“vernietiging”*) on the basis of article 6:227b sub 4 and/or sub 5 Dutch Civil Code as well as 6:227c sub 2 and sub 5 Dutch Civil Code.

Article 15: Applicable law and arbitration

1. The legal relationship between TMH and the Client is exclusively governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
2. All disputes between the parties in relation to the agreement and/or the legal relationship between the parties, shall be settled in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute. The arbitration tribunal will consist of three arbitrators and will be appointed in accordance with the list procedure. The location of the arbitration will be Rotterdam (the Netherlands). The proceedings will be conducted in the English language, unless the Client is established in the Netherlands, in which case the proceedings will be conducted in Dutch. The arbitration tribunal will decide with due care and in accordance with fairness. Consolidation of the arbitration proceedings with other arbitration proceedings, as provided for in Section 1046 of the Code of Civil Procedure and Section 39 of the Arbitration Rules of the Netherlands Arbitration Institute, is excluded.



General terms and conditions of TMH – Sale of spare parts

These general terms and conditions are used by TMH Parts B.V.

Article 1: Definitions

The following capitalised terms have the following meanings:

4. **Client:** the relevant TMH customer with whom TMH concludes an agreement.
5. **EU:** the countries of the European Union, at the moment the relevant clause is applicable.
6. **Item:** the spare part or other object or material that is the subject of the agreement with the Client, including their ancillary objects such as documentation.
7. **TMH:** TMH Parts B.V.

Article 2: Scope

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6. If and when TMH engages third parties or persons for the execution of the agreement, the terms and conditions applied by these third persons or parties which are accepted practice in the business sector concerned, or which are used by such person or party, can be invoked by TMH vis-à-vis the Client. If any provision in such terms and conditions conflicts with a provision in these general terms and conditions, the provision of these general terms and conditions prevails; otherwise the provisions apply in addition to the provisions of these general terms and conditions.

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9. Prices are in euro's, Ex Works TMH's location in the Netherlands, and excluding taxes, such as VAT and Dutch vehicle taxes, other government imposed costs and costs for delivery, reporting,



storage, transport, packaging, travel, assembly and the like, which costs are invoiced separately, unless explicitly agreed otherwise in the agreement. Price offers for a total price do not oblige TMH to deliver it in parts, for the corresponding part of the price.

10. TMH is entitled to increase the price of an offer if the costs for performing the agreement have increased with more than 5% before the start of its performance. TMH is entitled at all times to increase the price pursuant to the relevant Dutch inflation index after prior notification, as well as between any two agreements.
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14. If the Client's acceptance of an offer deviates from the offer, regardless of the type of deviation, this is deemed to be a new offer and a rejection of TMH's offer. In that case, the agreement is not concluded unless TMH explicitly indicates otherwise in writing or if TMH has started the performance of the agreement. TMH's description of the agreement's performance prevails over the Client's description thereof, if any.

Article 4: Payment

10. Unless agreed otherwise in writing, payment must be made in advance of delivery of the Item, work and/or services, such advance payment includes (without limitation) at least 25% of the total fees. If payment is not made in advance, payment must be made within thirty (30) days from the invoice date, or another term indicated on the invoice, pursuant to the payment instructions. However, if TMH pays any external costs for the Client in advance, the Client is at TMH's request obliged to immediately pay to TMH the amount paid in advance by TMH after the invoice for such costs.
11. With regard to sold Items, the Client must pay the Dutch applicable VAT at the time of sale over the total price, if the Client cannot evidence within three months after delivery that the Item was sold/delivered in another country in the EU, such unless TMH agreed to deliver the Item outside the Netherlands.
12. Any complaints about incorrect invoices must be made within eight (8) days after the invoice date, in absence of which the invoice is deemed accepted.
13. Unless agreed otherwise, all fees and costs must be paid in euros. Any currency differences or risks as well as the costs for transferring the payment are borne by the Client. If the Client pays in a different currency than the invoiced price, in case of decrease in the currency of the sales amount versus the currency in which it is paid, the Client is obliged to pay the difference in value.
14. The Client is obliged to provide security upon TMH's first request, in the form of a security deposit, bank guarantee or as the case may be a different form of security, for all amounts the Client owes or will owe to TMH, such without affecting TMH's retention rights. TMH is entitled to retain and set off any security amounts paid for sold Items by subtracting this from the sales



invoice. Without affecting any of the other clauses herein, TMH is entitled to not deliver any Item if the Client does not provide security as set out above.

15. No entitlement whatsoever to setoff or suspension accrues to the Client.
16. If the Client has not fulfilled its payment obligation, the Client is in payment default and all other claims vis-a-vis the Client become immediately payable. TMH will be entitled to claim back the Item with immediate effect for each payment arrear and the Client will be obliged to provide full cooperation to the immediate return of the Item. Furthermore, TMH is then entitled to charge interest of 1% (one percent) or the statutory commercial interest in conformity with the Dutch Civil Code, whichever is higher; the interest may be charged for a full month if payment is not made in that month. All judicial and extrajudicial recovery costs are at the expense of the Client, with a minimum of 15% (fifteen percent) of the recovery amount. The costs for legal proceedings before an arbitral court are also regarded as judicial and extrajudicial costs.
17. TMH is entitled to have amounts paid by the Client first cover the costs for recovery, then the accrued statutory interest and finally the amounts payable. TMH is entitled to refuse full payment of the amounts payable if the Client does not simultaneously pay the costs and the statutory rent.
18. If the Client does not fulfil its obligations, without affecting TMH's other rights, TMH is entitled to suspend its own obligations and entitled to refuse to deliver any (new) Items and/or to request security for payment.

Article 5: Performance of the agreement (general)

8. Unless explicitly agreed otherwise in writing, TMH is not obliged to comply with any non-Dutch regulations in the performance of the agreement.
9. All indicated lead times and delivery dates are estimated and not 'fatal', unless the agreement explicitly states that the lead times and/or delivery dates is fatal.
10. The Client must ensure that it timely submits to TMH all information which is requested by TMH or which is reasonably required for a proper performance of the agreement, for example if TMH makes or assembles an Item on the Client's specification. The Client warrants the information it provides to TMH is correct, complete and up-to-date; TMH is not obliged to verify this and is not liable if the Client is in breach of this warranty. The Client also warrants that all relevant access, facilities and cooperation are provided in a timely manner for TMH to perform the agreement. The Client indemnifies and holds harmless TMH for any costs and damages suffered as a result of the Client's breach of the foregoing warranties as well as in relation to any materials and the like instructed by the Client. All consequences of the Client's non-compliance with the foregoing, including breach of warranty, are borne by the Client and TMH can suspend any of its obligations as a result thereof.
11. The risk of any errors in the transmission of any orders by the Client rests with the Client. TMH reserves the right to invoice any costs and damages as a result of such errors.
12. The Client is obliged to submit to TMH all relevant identification documents, such as documentation relating to its registered office, incorporation documents and chamber of commerce registrations, as well as identification documents of its affiliated natural persons, as well as any documentation that TMH must include in its administration pursuant to applicable laws.
13. TMH reserves the right to retain any object owned by the Client which is in TMH's possession or control, until the Client has fulfilled its obligations ensuing from all agreements with TMH.



14. Any item that is replaced by TMH in the performance of the agreement, remains or becomes TMH's property unless explicitly agreed otherwise in writing.

Article 6: Sale of Items

Delivery

16. Unless explicitly agreed otherwise in writing, the Item is delivered Ex Works (applicable or then current INCOTERMS), at TMH's location in the Netherlands, irrespective of whether TMH arranges for transport of the Item. In the latter event TMH will act as forwarding agent.
17. At the delivery moment indicated by TMH, risk in the Item passes to the Client, irrespective of whether the Client has collected it.
18. The Client is obliged to collect the Item at the indicated delivery date and time, failing which TMH is entitled to retain, without obligation to repay, any advance payments - including without limitation deposits and advance purchase amounts - made by the Client for the Item and to store the Item at the Client's cost at a location determined by TMH. All costs related to the non-collection of the Item, such as insurance and storage costs, become immediately due and payable. TMH is entitled to retain the Item until the Client has fulfilled all its payment obligations, including payment of the aforementioned costs. If TMH terminates the agreement, it is entitled to sell the Item, without its other rights being affected.
19. If TMH agrees to deliver the Item at the Client's location, TMH can invoice the extra costs and TMH will deliver it at the Client's last known address. TMH is only obliged to arrange the transport's insurance if the Client has timely instructed TMH to do so in writing.

Import and export

20. The Client is responsible for obtaining the relevant permits and other permissions to export and import the Item to its country of destination.
21. Delivery within the EU: if the Item is intended for an EU-member state and picked up in the Netherlands by or on behalf of the Client, the EU-import certificate must be filled out (Item's arrival at the destination, destination, country, signature) and returned either physically or electronically to TMH immediately after the Item's delivery at its destination.
22. Delivery to non-EU countries: if the Item is intended for a non-EU country (third country) and is picked up in the Netherlands by or on behalf of the Client, TMH will hand over an Export Accompanying Document which must be submitted to customs at delivery from the EU. Upon the proper completion of the export procedure, TMH will receive an export confirmation from customs.
23. The Client may not use the Item for any purposes which are described as prohibited in export law legislation, including but not limited to use for military purposes or terrorism. If the Client wishes to use the Item for specific purposes for which an export license is required, if TMH so agrees, an export license may be applied for.

Ownership, retention of title

24. TMH retains title and interest in the Item until the Client has paid all amounts due for the delivered Item and for any of TMH's work or services, as well as other amounts due by the Client as a result of its default under the agreement. Until that moment, the Client: (i) will ensure that it cares for the Item diligently, (ii) will separate the Item from other products and mark them as TMH's



property in so far as this is possible in the context of its regular business activities, (iii) will not remove any ownership notices from the Item, (iv) will fully insure the Item against damage, loss and theft and at TMH's request submit the relevant insurance policy, (v) is only entitled to use or sell the Item in the context of its regular commercial activities, (vi) the Client is not entitled to give the Items in security in any way, encumber them, sell them, rent them, make them available to third parties or otherwise retract them from TMH's property outside the Client's regular commercial activities as permitted above. This clause has property law effect.

25. These retention of title provisions do not expire due to the mere fact that TMH at any time does not have a claim on the Client.
26. The Client must inform TMH immediately upon a third party taking conservatory or enforcement measures, such as seizing them, in relation to the Item. The Client must then inform the third party that TMH owns the Item and must take those measures required to prevent or to lift the seizure of the Item.
27. Without affecting TMH's statutory rights, TMH is entitled to retrieve the Item in case: (i) of the Client's non-payment of an invoice, (ii) it is foreseeable that the Client will not be able to pay an invoice, e.g. due to impending bankruptcy, (iii) a third party seizes the Item or the Client's property or goods under its control. In that case, TMH and/or persons so appointed by TMH are entitled to enter any building, premise or site where the Item is located for these purposes and the Client is obliged to cooperate with TMH and/or the relevant persons, in order to be able to take possession of the Item and retrieve it. After retrieval of the Item, each order on the basis of which the Item was supplied is deemed rescinded; TMH is then entitled to resell the Item. The costs of repossession of the Item (including without limitation transport costs and legal fees) will be charged to the Client, whether or not these costs are incurred by TMH.
28. If and in so far as the retention of title is not valid, TMH is hereby granted a right of pledge on the Item, as well as on the insurance claims set out above and any claims the Client has on its customers if the Item is sold to such customers in the context of its regular business activities. The Client agrees to provide the cooperation and sign the documentation required to further effectuate this right of pledge.

Article 7: Inspections, complaints, defects

7. The Client must inspect the Item, performed work and/or delivered services (if applicable) immediately upon their delivery to verify whether they comply with the agreement. Minor and/or usual deviations in quality, amount, size, weight or finishing and deviations as a result of errors in any offers are not regarded as non-compliance, as well as deviations as set out in article 8, sub 3 (i) through (iii). Any ascertained non-compliance must be notified to TMH in writing within eight days after delivery, or, if the non-compliance cannot reasonably be ascertained, within eight days after the Client could have reasonably ascertained the non-compliance, and ultimately within eight days of the invoice date, in absence of which any claims expire. The notice must set out the non-compliance in detail and contain evidence of the non-compliance so that TMH can adequately respond to it. The notice of non-compliance with regard to a certain Item, work and/or service does not affect the obligations related to other Items, work and/or services, including the Client's related payment obligations.
8. The Client shall provide the requested information, cooperation and access for TMH to investigate the suspected non-compliance. Items may only be returned to TMH after its prior



written consent. Any return shipments must be sent DDP as per the then current INCOTERMS at TMH's location in the Netherlands and, if applicable in the original packaging.

9. If TMH, at its discretion, determines the Item, work and/or services are not in compliance with the agreement, it may choose to either replace or repair the Item, respectively rectify the work and/or services, unless replacement or repair, respectively rectification is no longer a realistic option for the Client, which is to be evidenced by the Client, or to credit it. TMH's liability in relation to a non-compliance is limited at all times to the warranty and liability provisions in these general terms and conditions.
10. Repair or replacement, respectively rectification of work and/or services will be carried out at the original delivery location. If it must be carried out at a different location, TMH reserves the right to invoice the related additional costs.
11. TMH will only pay the Client's costs for having Items repaired or work and/or service rectified, either by itself or a third party, if the Client has obtained TMH's prior written consent for this.
12. TMH reserves the right to invoice the costs made in relation to the inspection of the non-compliance if the notification was not justified.

Article 8: Warranties

6. TMH can only be bound to a warranty if this is explicitly given by TMH in writing.
7. Any warranty given by a manufacturer or other third party is always subject to the manufacturer's or relevant third party's warranty conditions, which prevail over conflicting provisions in this article.
8. Excluded from warranties in any event are: (i) damage and/or defects as a result of improper, careless and/or non-expert use of the Item, including without limitation not following the instructions and non-expert installation of the Item, (ii) defects and/or damage as a result of repair or amendment of the Item by or on instruction of the Client, without TMH's prior written consent, (iii) defects and/or damage as a result of normal wear and tear, accidents and/or external factors such as fire or heavy weather, (iv) delivery to Clients outside the EU.
9. Warranty claims are only valid if they are notified in writing within the warranty term and in compliance with the notification obligations indicated in article 7. Article 7 also applies to warranty claims.
10. TMH will not claim an exclusion of a valid warranty claim if it is absolutely necessary for the Client to repair the Item and the Client cannot reasonably be expected to await TMH's response to the warranty claim. However, in that case the warranty claim is limited to the costs if TMH for repair at TMH's location.

Article 9: Liability and indemnity

9. TMH will not be in any manner whatsoever liable for direct or indirect or any other type of damage on the part of the Client or third parties, suffered and arisen due to the use of the Item or otherwise in relation to the agreement. TMH can therefore, amongst others, not be held liable for damage resulting from work and/or the failure by any third party to deliver (in a timely manner) goods or services, for any loss of income, loss of profits, damage to property, fines, government penalties, reputational damage or immaterial damage.
10. In any event, TMH limits its liability to the fullest extent permitted by law. If, notwithstanding the above, TMH can be held liable, TMH's liability is limited at all times to the reasonable and



evidenced costs for limiting, preventing and/or ascertaining the damage as well as to the amounts paid out by its insurance company or, if the insurance company does not pay out, TMH's total aggregate liability is limited at all times (i) for sale of Items, to 5% (five percent) of the price, excluding VAT, paid by the Client for the Item that caused the (first) damage and (ii) for work and/or services, to 5% (five percent) of the amount, excluding VAT, paid by the Client for such work and/or services and in the case of ongoing work and/or services, of the amount paid during the two month period prior to the event that caused the (first) damage.

11. The foregoing limitations do not apply in the event of the intent or gross negligence on the part of TMH's management. The entities or persons in TMH's management cannot themselves be held liable for such damage.
12. In all cases where performance of the agreement is still possible, including where TMH has given a guarantee (if any), TMH can only be held liable after it has been served a notice of default, setting out the claimed default in sufficient detail for TMH to remedy it.
13. As soon as possible but ultimately within one (1) month after becoming aware of the cause of a claim, the Client has to notify TMH thereof, in absence of which the claim expires. Any claims against TMH have to be initiated in legal proceedings against TMH within four (4) months after the Client became aware, or should have reasonably become aware of the cause of the claim, in absence of which the claim expires.
14. Third parties hired by TMH in relation to the performance of the agreement are entitled to invoke the liability limitation in this article against the Client. TMH is entitled to invoke the liability limitation of this article against third parties involved in the performance of the agreement.
15. The foregoing limitations also apply to any of the Client's claims for repayment of any paid amounts.
16. If TMH receives a third party claim in relation to the agreement that is not caused by TMH, the Client will keep TMH, its employees, officers and agents indemnified and hold them harmless from all costs, claims, fines, settlement amounts and/or causes of action in relation to such claims.

Article 10: Suspension, end of the agreement

6. TMH can suspend its obligations and the agreement can be terminated by TMH for cause ('opgezegd') or rescinded ('ontbonden') at TMH's option, at any time without notice of default and with immediate effect, without the requirement of any judicial intervention or judicial termination or obligation to pay damages on the part of TMH, if one of the following events occur:
7. TMH can suspend its obligations and the agreement can be terminated by TMH for cause ('opgezegd') or rescinded ('ontbonden') at TMH's option, at any time without notice of default and with immediate effect, without the requirement of any judicial intervention or judicial termination or obligation to pay damages on the part of TMH, if one of the following events occur: (i) as soon as the Client is the subject of a petition for bankruptcy, a composition with creditors, an insolvency application, or application for moratorium, or any similar legal concept in accordance with the law; (ii) as soon as any Item that is still owned by TMH, and/or the assets of the Client is/are seized or are otherwise the subject of any enforceable or precautionary measures whatsoever by a third party, including any government agency or authority; (iii) as soon as the Client loses control over its assets for whatever reason; (iv) if the Client does not fulfil its obligations ('komt tekort') under the agreement or if TMH has good grounds to believe the Client may not be able to fulfil its obligations (for the avoidance of doubt, such obligations, whenever used in the terms and



conditions, include the obligations set out in these general terms and conditions); (v) if the control in the Client is taken over by a third party; (vi) if the Client's management board changes substantially; (vii) if the Client discontinues its business activities; (viii) cancellation by the insurer of the insurance with regard to the Item that is still owned by TMH, if this can be attributed to the Client and no other respectable insurer wants to insure the Item; (ix) in case TMH finds that the Client has made untruthful statements; (x) in case the Client, the Client's managing officers, management board, employees and/or hired contractors have committed an offense which influences or may influence the performance of the agreement (e.g. have committed fraud with regard to the Item's registration documentation); (xi) in case TMH finds that there are circumstances in the country where the Item, if still owned by TMH, is used or located that may potentially lead to the Item being damaged, stolen, confiscated or otherwise harmed.

8. If TMH suffers force majeure for a consecutive period of more than three months then each of the Client and TMH are entitled to terminate ('opzeggen') the agreement.
9. At the end of the agreement all claims of TMH against the Client will become immediately due and payable.
10. The termination rights set out in these general terms and conditions do not affect either party's rights to terminate the agreement as provided for by the law applicable to these general terms and conditions.
11. The Client's statutory right to rescind the agreement due to TMH's default under the agreement is subject to the Client's notice of default as set out in article 9 part 4.

Article 12: Force majeure

6. TMH is not obliged to comply with its obligations if it cannot do so as a result of circumstances that are not due to TMH's intent or gross negligence or in case of force majeure.
7. Force majeure is taken to mean that which the law and case law includes as to that, each circumstance beyond the control of TMH, as a result of which fulfilment of its obligations cannot reasonably be requested of it, regardless of whether this circumstance was foreseeable at the time of concluding the agreement.
8. The following are in any case deemed such circumstances: strike actions and exclusions, embargo, acts of God, weather circumstances, riot/disturbances, war, terrorism, crime, theft, accidents, fire, excessive sickness absence, business interruption, weather conditions, epidemics, pandemics, infrastructural problems, errors or non-availability of communication facilities including the Internet, electricity failures or shortages, failure of websites, or other technical breakdowns on the part of TMH, its suppliers and/or its own transport, or the transport arranged by third parties, force majeure or defaults of third parties, whether or not hired by TMH, delayed delivery of ordered vehicles, materials or parts, import- and/or export restrictions, measures imposed by government agencies or authorities and the withdrawal of one or more permits or other type of authorisation that must be acquired from or granted by authorities.
9. In addition to termination of the agreement per article 11, TMH is also entitled to suspend its obligations under the agreement for the duration of the period of force majeure, without TMH becoming obliged to pay any compensation.
10. If TMH has, in case of force majeure, fulfilled part of its obligations, the Client is obliged to pay the corresponding amounts.



Article 13: General provisions

10. The Client agrees to keep confidential TMH's information which is marked as confidential or which is of such nature that the Client can reasonable understand it must be kept confidential.
11. If any of the provisions of these general terms and conditions, or as the case may be the agreement, is null and void, they will be deemed to be replaced by a clause that approaches the effect of the null and void provision as closely as possible. The remaining provisions will remain unimpaired.
12. These general terms and conditions may be changed by TMH. The notified new terms and conditions apply to any new agreements concluded between the parties. With regard to any ongoing agreements the following applies: TMH will notify the Client of the new terms and conditions, allowing the Client to object to the new terms and conditions within a reasonable term of at least two weeks before the effective date of the new terms and conditions. If the Client objects to the new terms and conditions, TMH may decide to allow the Client to terminate the agreement or to continue the agreement under the old terms and conditions or agree to another solution with the Client. If the Client does not object to the new terms and conditions within the set term, the new terms and conditions apply to the agreement as per their effective date.
13. Changes to the agreement can only be made with written consent of both parties.
14. The Client is not entitled to transfer or assign any of its rights and obligations pursuant to the agreement including any warranty to any third party without TMH's prior written consent. The Client hereby agrees that TMH may transfer or assign its rights and obligations to a third party that takes over its business or part of its business and that it may also transfer or assign the rights to the amount payable by the Client to a third party, e.g. for securitization purposes.
15. If a party does not invoke a provision of the agreement or these general terms and conditions, this does not constitute a waiver of such provision.
16. TMH may process personal data of contact persons or other persons at the Client, which it does so under its own responsibility, as a controller, as referred to in the General Data Protection Regulation EU/2016/679 (GDPR).
17. TMH reserves the right to cancel any agreement that has been concluded by unauthorised TMH staff. The Client warrants that the person who concludes and/or executes an agreement on its behalf is authorised to do so. The Client waives any rights it may have in relation to unauthorised representation and agrees to pay TMH's costs and damages it suffers as a result thereof.
18. The parties agree that if the Client is established outside the Netherlands, articles 6:232 and 6:234 (jo. 6:230c) of the Dutch Civil Code apply. The parties also agree that article 6:227b sub 1 Dutch Civil Code does not apply. The Client waives its right to rescission ("*ontbinding*"), or annulment ("*vernietiging*") on the basis of article 6:227b sub 4 and/or sub 5 Dutch Civil Code as well as 6:227c sub 2 and sub 5 Dutch Civil Code.

Article 15: Applicable law and arbitration

3. The legal relationship between TMH and the Client is exclusively governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
4. All disputes between the parties in relation to the agreement and/or the legal relationship between the parties, shall be settled in accordance with the Arbitration Regulations of the



Netherlands Arbitration Institute. The arbitration tribunal will consist of three arbitrators and will be appointed in accordance with the list procedure. The location of the arbitration will be Rotterdam (the Netherlands). The proceedings will be conducted in the English language, unless the Client is established in the Netherlands, in which case the proceedings will be conducted in Dutch. The arbitration tribunal will decide with due care and in accordance with fairness. Consolidation of the arbitration proceedings with other arbitration proceedings, as provided for in Section 1046 of the Code of Civil Procedure and Section 39 of the Arbitration Rules of the Netherlands Arbitration Institute, is excluded.



General terms and conditions of TMH - Rental

These general terms and conditions (rental) are used by TMH Rental B.V.

Article 1: Definitions

The following capitalised terms have the following meanings:

8. **Client:** the relevant TMH customer with whom TMH concludes an agreement.
9. **EU:** the countries of the European Union, at the moment the relevant clause is applicable.
10. **Item:** the vehicle, machine, spare part or other object or material that is the subject of the agreement with the Client, including their ancillary objects such as keys and documentation.
11. **TMH:** TMH Rental B.V.

Article 2: Scope

7. These general terms and conditions apply to and form an integral part of all offers made by TMH and all agreements, whether consecutive or not, whether they are in writing or concluded orally, concluded or to be concluded with the Client, unless expressly agreed otherwise in writing. In case of inconsistency between the agreement and these general terms and conditions, the agreement prevails, unless expressly agreed otherwise in writing.
8. Unless agreed otherwise in writing, or as indicated herein, no terms and conditions apply to the relationship between TMH and the Client other than the present general terms and conditions of TMH. The terms and conditions (by whatever name), which are used by the Client only apply if they are expressly accepted in writing by TMH in the agreement. The Client waives any claims on the basis of its own terms and conditions.
9. If and when TMH engages third parties or persons for the execution of the agreement, the terms and conditions applied by these third persons or parties which are accepted practice in the business sector concerned, or which are used by such person or party, can be invoked by TMH vis-à-vis the Client. If any provision in such terms and conditions conflicts with a provision in these general terms and conditions, the provision of these general terms and conditions prevails; otherwise the provisions apply in addition to the provisions of these general terms and conditions.

Article 3: Offers, prices, agreements

15. Each of TMH's offers and offers of the Item's manufacturers, of whichever kind, is non-binding unless explicitly indicated otherwise. This includes without limitation specifications, samples, images, demo's etc. of Items, these are indicated as adequately as possible but are non-binding. TMH is entitled, without being liable, to make changes to offers, including any technical specifications. Any order numbers or similar numbers included in any documentation are for internal reference only, the Client cannot derive any rights from this. Offers are valid for the relevant offer only and not for subsequent orders.
16. Prices are in euro's, Ex Works TMH's location in the Netherlands, and excluding taxes, such as VAT and Dutch vehicle taxes, other government imposed costs and costs for delivery, reporting,



- storage, transport, packaging, travel, assembly and the like, which costs are invoiced separately, unless explicitly agreed otherwise in the agreement. Price offers for a total price do not oblige TMH to deliver it in parts, for the corresponding part of the price.
17. TMH is entitled to increase the price (i) of an offer if the costs for performing the agreement have increased with more than 5% before the start of that performance, (ii) on a yearly basis pursuant to the relevant Dutch inflation index after prior notification. Prices can always be increased between two agreements.
 18. TMH is entitled to invoice extra work or extra costs if (i) this is the result of the Client's request for a change to the agreement, (ii) circumstances outside TMH's control lead to higher costs for performing the agreement, provided TMH has informed the Client thereof.
 19. The agreement is deemed to have been concluded if (i) TMH confirms the Client's order in writing, (ii) if TMH has started the performance of the agreement, or (iii) if TMH confirms that it has initiated the agreement's performance. However, TMH reserves the right to cancel the agreement at its own discretion without cause and without liability within two days after the written confirmation.
 20. Absent a written agreement, the invoice is deemed to fully and correctly reflect the agreement's contents.
 21. If the Client's acceptance of an offer deviates from the offer, regardless of the type of deviation, this is deemed to be a new offer and a rejection of TMH's offer. In that case, the agreement is not concluded unless TMH explicitly indicates otherwise in writing or if TMH has started the performance of the agreement. TMH's description of the agreement's performance prevails over the Client's description thereof, if any.

Article 4: Payment

19. Unless agreed otherwise in writing, payment must be made in advance of delivery of the Item, work and/or services, such advance payment includes (without limitation) a three month advance payment of the rental fees in case of a lease with a term of one year or at least 25% of the total fees in all other cases. If payment is not made in advance, payment must be made within thirty (30) days from the invoice date, or another term indicated on the invoice, pursuant to the payment instructions. However, if TMH pays any external costs for the Client in advance, the Client is at TMH's request obliged to immediately pay to TMH the amount paid in advance by TMH after the invoice for such costs.
20. Unless agreed otherwise the rental fees are based on use of mileage and the duration of the rental term. The rental fees are owed on a monthly basis and must be paid to TMH on the last day of each calendar month.
21. Any complaints about incorrect invoices must be made within eight (8) days after the invoice date, in absence of which the invoice is deemed accepted.
22. Unless agreed otherwise, all fees and costs must be paid in euros. Any currency differences or risks as well as the costs for transferring the payment are borne by the Client. If the Client pays in a different currency than the invoiced price, in case of decrease in the currency of the rental amount versus the currency in which it is paid, the Client is obliged to pay the difference in value.
23. The Client is obliged to provide security upon TMH's first request, in the form of a security deposit, bank guarantee or as the case may be a different form of security, for all amounts the Client owes or will owe to TMH, such without affecting TMH's retention right. The amount of the security for the rental agreement will be at minimum one single monthly rental fee, but may be



a multiple thereof. This security will be refunded to the Client within one week after the Client has received TMH's final report, provided that the Client has fulfilled all its obligations and after deduction of any amounts owed to TMH by the Client, such without affecting any of TMH's other rights. Without affecting any of the other clauses herein, TMH is entitled to not deliver any Item if the Client does not provide security as set out above.

24. No entitlement whatsoever to setoff or suspension accrues to the Client.
25. If the Client has not fulfilled its payment obligation, the Client is in payment default and all other claims vis-a-vis the Client become immediately payable. TMH will be entitled to claim back the Item with immediate effect for each payment arrear and the Client will be obliged to provide full cooperation to the immediate return of the Item. Furthermore, TMH is then entitled to charge interest of 1% (one percent) or the statutory commercial interest in conformity with the Dutch Civil Code, whichever is higher; the interest may be charged for a full month if payment is not made in that month. All judicial and extrajudicial recovery costs of TMH are at the expense of the Client, with a minimum of 15% (fifteen percent) of the recovery amount. The costs for legal proceedings before an arbitral court are also regarded as judicial and extrajudicial costs.
26. TMH is entitled to have amounts paid by the Client first cover the costs for recovery, then the accrued statutory interest and finally the amounts payable. TMH is entitled to refuse full payment of the amounts payable if the Client does not simultaneously pay the costs and the statutory rent.
27. If the Client does not fulfil its obligations, without affecting TMH's other rights, TMH is entitled to suspend its own obligations and entitled to refuse to deliver any (new) Items and/or to request security for payment.

Article 5: Performance of the agreement (general)

15. Unless explicitly agreed otherwise in writing, TMH is not obliged to comply with any non-Dutch regulations in the performance of the agreement.
16. All indicated lead times and delivery dates are estimated and not 'fatal', unless the agreement explicitly states that the lead times and/or delivery dates are/is fatal.
17. The Client must ensure that it timely submits to TMH all information which is requested by TMH or which is reasonably required for a proper performance of the agreement. The Client warrants the information it provides to TMH is correct, complete and up-to-date; TMH is not obliged to verify this and is not liable if the Client is in breach of this warranty. The Client also warrants that all relevant access, facilities and cooperation are provided in a timely manner for TMH to perform the agreement. The Client indemnifies and holds harmless TMH for any costs and damages suffered as a result of the Client's breach of the foregoing warranties as well as in relation to any materials and the like instructed by the Client. All consequences of the Client's non-compliance with the foregoing, including breach of warranty, are borne by the Client and TMH can suspend any of its obligations as a result thereof.
18. The risk of any errors in the transmission of any orders by the Client rests with the Client. TMH reserves the right to invoice any costs and damages as a result of such errors.
19. The Client is obliged to submit to TMH all relevant identification documents, such as documentation relating to its registered office, incorporation documents and chamber of commerce registrations, as well as identification documents of its affiliated natural persons, as well as any documentation that TMH must include in its administration pursuant to applicable laws.



20. TMH reserves the right to retain any object owned by the Client which is in TMH's possession or control, until the Client has fulfilled its obligations ensuing from all agreements with TMH.
21. Any item that is replaced by TMH in the performance of the agreement, remains or becomes TMH's property unless explicitly agreed otherwise in writing.
22. The Client must inspect the performed work and/or delivered services immediately upon their delivery to verify whether they comply with the agreement. Any ascertained non-compliance must be notified to TMH in writing within eight days after delivery, or, if the non-compliance cannot reasonably be ascertained, within eight days after the Client could have reasonably ascertained the non-compliance, and ultimately within eight days of the invoice date, in absence of which any claims expire. The notice must set out the non-compliance in detail and contain evidence of the non-compliance so that TMH can adequately respond to it. If TMH, at its discretion, determines the work and/or services are not in compliance with the agreement, it may choose to rectify the work and/or services or to credit it. Rectification of work and/or services will be carried out at the original location. If it must be carried out at a different location, TMH reserves the right to invoice the related additional costs. TMH will only pay the Client's costs for having work and/or service rectified, either by itself or a third party, if the Client has obtained TMH's prior written consent for this.

Article 6: Rent of Items

General

1. The agreement is a rental agreement with, as agreed, added service components relating to a specific Item. The Item is described in the agreement itself.

Delivery

2. Unless explicitly agreed otherwise in writing, the Item is delivered Ex Works (applicable or then current INCOTERMS), at TMH's location in the Netherlands, irrespective of whether TMH arranges for transport of the Item. In the latter event TMH will act as forwarding agent.
3. At the delivery moment indicated by TMH, risk in the Item passes to the Client, irrespective of whether the Client has collected it.
4. The Client is obliged to collect the Item at the indicated delivery date and time, failing which TMH is entitled to retain, without obligation to repay, any advance payments - including without limitation advance rental fees, and deposits - made by the Client for the Item and to store the Item at the Client's cost at a location determined by TMH. All costs related to the non-collection of the Item, such as insurance and storage costs, become immediately due and payable. TMH is entitled to retain the Item until the Client has fulfilled all its payment obligations, including payment of the aforementioned costs. If TMH terminates the agreement, it is entitled to rent out the Item to another customer, without its other rights being affected.
5. If TMH agrees to deliver the Item at the Client's location, TMH can invoice the extra costs and TMH will deliver it at the Client's last known address. TMH is only obliged to arrange the transport's insurance if the Client has timely instructed TMH to do so in writing.
6. Delivery of the Item will take place together with the required vehicle registration documents (if applicable), the keys and the user manual.
7. If a deposit has been agreed, delivery takes place subject to the Client's payment of the deposit.
8. At the time of delivery of the Item, the Client must inspect it and sign a delivery report, which sets out inter alia the then current mileage, the delivery date and any damage, defects and/or



faults of the Item. By signing the delivery report, the Client agrees to rent the Item in the condition as it is, including any damage, defects and/or faults of the Item and agrees to be liable for any damage, defects and/or faults of the Item not marked on the delivery report. The descriptions and reports drawn up by TMH have conclusive evidentiary value between the parties with regard to existence of damage, defects, or faults at the commencement of the rental agreement.

Import and export

29. The Client is responsible for obtaining the relevant permits and other permissions to export and import the Item to its country of destination (intended use).
30. Delivery within the EU: if the Item is intended for an EU-member state and picked up in the Netherlands by or on behalf of the Client, the EU-import certificate must be filled out (Item's arrival at the destination, destination, country, signature) and returned either physically or electronically to TMH immediately after the Item's delivery at its destination.
31. Delivery to non-EU countries: if the Item is intended for a non-EU country (third country) and is picked up in the Netherlands by or on behalf of the Client, TMH will hand over an Export Accompanying Document which must be submitted to customs at delivery from the EU. Upon the proper completion of the export procedure, TMH will receive an export confirmation from customs.

Ownership

9. The Item, which includes any accompanying items delivered with the Item, such as the instruction manual, keys and documentation, remains TMH's property at all times. The Client does not acquire any equity, ownership or other interest or right in the Item (other than the rental right agreed in the agreement) by making rental payments or performing repairs or on any other ground.
10. The Client is entitled to register the Item anywhere in the world as it deems appropriate or necessary. The Client agrees to provide the reasonable cooperation requested by TMH to register the Item or to otherwise confirm TMH's property rights in relation to the Item.
11. If the parties agree in the rental agreement that the Client becomes the owner of the Item at the end of the rental term, title in the Item only passes to the Client after the Client having fulfilled all of its obligations pursuant to the agreement.

Damage, theft

12. In the event of damage or theft of, or damage caused by the Item, the Client must inform TMH of such an event within 24 hours after it has occurred or was discovered by the Client. The Client must, within 72 hours after the event has occurred or was discovered by the Client, submit to TMH statements of witnesses or other documents related to the event, as well as an agreed statement of facts regarding a motor vehicle accident completed in duplicate and other relevant information about the event.
13. The Client must report the following to the police and have the police draw up an official report or police report if there is:
 - a. Personal injury;
 - b. Theft from or of the Item;
 - c. Damage caused by an unknown counterparty, such as theft, vandalism, etc.,
 - d. Disagreement regarding the question of who is to blame.



14. The Client must follow TMH's instructions with regard to the event, including without limitation offering the Item for loss or damage assessment or repair to a company designated by TMH.
15. TMH will be entitled to recover from the Client all damage and costs in relation to the event caused by the Client or by parties or persons for whom the Client is responsible.

Use of the Item

32. The Item can be exclusively operated by authorised and certified personnel with a valid driver's license and in accordance with the manufacturer and/or TMH's instructions. The Client must use the Item in accordance with applicable laws and regulations and with proper care, including without limitation cleaning the Item regularly and taking care of basic maintenance (such as changing the oil and other liquids, checking tire pressure) and not transporting any dangerous or explosive goods in the Item. The Client must also ensure the Item is used under safe conditions. The Client may not use the Item for any purposes which are described as prohibited in export law legislation, including but not limited to use for military purposes or terrorism. If the Client wishes to use the Item for specific purposes for which an export license is required, if TMH so agrees, an export license may be applied for. The Client is responsible for ensuring that all persons who make use of the Item comply with the provisions regarding its use.
16. None of the instructions, manuals or other information, which are delivered with the Item can be interpreted as TMH providing any guarantee. TMH does not guarantee in any manner whatsoever that the Item is suitable for the use that the Client wants to make thereof, unless expressly agreed in writing.
17. The Client is prohibited from moving the Item outside the geographical area stated in the agreement, as well as using the Item on, in or in the vicinity of the sea, without TMH's prior written consent. The Client is not permitted to sublease or sub-rent the Item, or give it into use, or to give it as security, or to otherwise dispose thereof or make it available to a third party, or place liens on it or grant any third party any rights, or to (judicially) encumber it, all this in the broadest meaning of the words, without prior consent in writing for this from a director of TMH in accordance with the articles of association of TMH. The Client may not make copies of the keys nor make these available to any third party without TMH's prior written consent. This clause has property law effect.

Insuring the Item

18. The Client must fully insure the Item for the benefit of TMH (comprehensive insurance) for damage to the Item itself as well as damage caused by the Item or by the use thereof (third party insurance), including damage caused during transport. With regard to an Item that has a registration number, the Client will also be obliged to take out an insurance that complies with the applicable civil liability legislation (motor liability insurance). The minimum insured amount of the Item will amount to EURO 6,000,000 (six million euros) per incident in the event of personal injury and EURO 3,000,000 (three million euros) per incident in the event of damage to goods. The existence of the aforesaid insurances will not release the Client from its liability towards TMH. The Client will ensure with regard to the aforesaid insurances that TMH will be included as co-insured party in the insurance policy concluded by the Client.
19. A copy of the insurance documentation will be provided by the Client to TMH upon first request. If it appears that the Item is not insured or is underinsured TMH will be permitted to terminate the agreement with immediate effect, or to arrange additional insurance at the Client's cost.



Maintenance and repair of the Item

20. The agreement sets out whether TMH maintains and repairs the Item (full service) or whether the Client takes care of this.
21. If TMH takes care of maintenance and repair, the Client must inform TMH within one working day if the Item and/or any parts of the Item need to be repaired. The Client is only permitted to proceed with any repairs, with the exception of very minor repairs, or make any changes to the Item, after having obtained TMH's prior written consent. In order for TMH to be able to give such consent, the Client must allow TMH to (i) independently ascertain the nature of the damage or problem, (ii) approve the engaged mechanics and/or (iii) ascertain whether the repairs will be executed in accordance with the applicable guidelines or maintenance schemes. The Client will provide the requested information, cooperation and access for TMH to make this assessment Item as well as to repair the Item. Repairs will only be carried out if the Item is at the Client's location in the agreed geographical area.
22. If the parties agree that the Client takes care of maintenance and/or repair, it must do so at minimum pursuant to the manufacturer's standards and using spare parts from the same manufacturer as those of the replaced parts. If this is agreed, TMH is not obliged to maintain and/or repair the Item but the Client can request additional repairs if this is feasible for TMH, at the then current rate of TMH.
23. Any items (such as spare parts) added to the Item become TMH's property and cannot be removed without TMH's prior written consent.
24. The circumstance that the Item cannot be used due to repair work and/or maintenance has no impact on the payment obligations of the Client. TMH is not liable for any damage as a result of the inability to use the Item, unless this is the direct result of the intent or gross negligence of TMH's management.

Duty of disclosure

25. The Client is obliged to immediately inform TMH of all claims by third parties on the Item, assessments (pending) attachment levied on, or seizure of the Item by a judicial or tax authority or otherwise, and must submit all related documents. The Client must then inform the third party that TMH owns the Item and must take those measures required to prevent or to lift the seizure of the Item.
26. The Client undertakes to inform TMH in writing of every change of address within three calendar days and of other circumstances that are important for TMH to know in relation to the performance of the agreement.

Return of the Item

27. After the rental period expires or the rental agreement ends otherwise for whatever reason, an immediately and directly enforceable obligation to return the Item arises on the part of the Client, unless TMH has agreed to sell the Item to the Client. The Client must immediately stop using the Item and the Item must be returned to TMH within two weeks, or within a shorter term as instructed by TMH. The Client must follow TMH's instructions for returning the Item, it must be returned to TMH's location in the Netherlands or to another address as instructed by TMH. The Client does not have any right of retention in relation to the Item. The Item must be returned in the same condition as was described in the delivery report. TMH will be obliged to make efforts to forward the final report to the Client within one month after the return of the Item.



28. The Client must also deliver the provided vehicle registration documents (if applicable) and all other documents with regard to the Item, as well as the original keys delivered by TMH. In case of loss of the documents, keys and/or other items the Client must pay the costs related thereto to TMH.
29. If the Client does not return the Item as per the above, the Client will owe per day (whereby a part of a day is regarded as a full day) an extra fee to TMH of five times the daily rental fee, to be calculated on the basis of the monthly rental fee (using a month of 30 days as reference), such without affecting TMH's other rights, including without limitation the right to full compensation and the right to take possession of the Item. The extra fee will also be charged if the Client does return the Item in a timely manner, but the Item is so severely damaged that it cannot be rented out to a third party, which TMH can determine at its discretion. The extra fee can be set-off against repayment of the paid deposit, if any.
30. The Client must pay any extra damage which is evident from the final report and the costs of any of the Item's value decrease that has occurred during the rental term, other than the usual wear and tear and other than the Item's normal accounting depreciation. TMH is entitled to set-off any such amounts against repayment of the paid deposit, if any.
31. If the Client does not fulfil its obligations pursuant to the agreement, as well as when the agreement ends, TMH is entitled to take possession of the Item and to retrieve it. In that case, TMH and/or persons so appointed by TMH are entitled to enter any building, premise or site where the Item is located for these purposes and the Client is obliged to cooperate with TMH and/or the relevant persons, in order to be able to take possession of the Item and retrieve it. The costs of repossession of the Item (including without limitation transport costs and legal fees) will be charged to the Client, whether or not these costs are incurred by TMH.

End of the rental agreement

32. The rental agreement between TMH and the Client ends in any event when the rental term expressed in the agreement expires. The end of the rental agreement does not affect the provisions in the agreement and these terms and conditions which are meant to survive, including without limitation the Client's obligation to return the Item and its liability for damage to the Item.
33. The Client is entitled to terminate the rental agreement in writing without cause during the rental term, taking into account a notice period of two months, or as the case may be for whatsoever reason return the Item to TMH, in which case the rental agreement is deemed terminated. However, if the rental agreement is terminated by the Client, or as the case may be if the Client returns the Item, the Client will still owe all future rental fees for the remaining rental term.
34. In the event of total loss of the Item (such to be determined by TMH at its discretion), serious damage of the Item or theft of the Item and if the Item has not been found again within 30 calendar days after the theft, TMH will be entitled to terminate the rental agreement with immediate effect. The Client will in that case also owe all future rental fees for the remaining rental term.

Liability Client in case of non-compliance

35. Without affecting any other provisions in these general terms and conditions, the Client is responsible and liable for all costs and damage suffered by TMH as a result of not complying with this article.



Article 7: Liability and indemnity

17. TMH will not be in any manner whatsoever liable for direct or indirect or any other type of damage on the part of the Client or third parties, suffered and arisen due to the use of the Item or otherwise in relation to the agreement. TMH can therefore, amongst others, not be held liable for damage resulting from work and/or the failure by any third party to deliver (in a timely manner) goods or services, for any loss of income, loss of profits, damage to property, fines, government penalties, reputational damage or immaterial damage.
18. In any event, TMH limits its liability to the fullest extent permitted by law. If, notwithstanding the above, TMH can be held liable, TMH's liability is limited at all times to the reasonable and evidenced costs for limiting, preventing and/or ascertaining the damage as well as to the amounts paid out by its insurance company or, if the insurance company does not pay out, TMH's total aggregate liability is limited at all times (i) for rental agreements to a maximum of two times the rental fees, excluding VAT, paid by the Client to TMH under the agreement, during the two month period prior to the event that caused the (first) damage, and (ii) for work and/or services, if applicable, to 5% (five percent) of the amount, excluding VAT, paid by the Client for such work and/or services and in the case of ongoing work and/or services, of the amount paid during the two month period prior to the event that caused the (first) damage.
19. The foregoing limitations do not apply in the event of the intent or gross negligence on the part of TMH's management. The entities or persons in TMH's management cannot themselves be held liable for such damage.
20. In all cases where performance of the agreement is still possible, including where TMH has given a guarantee (if any), TMH can only be held liable after it has been served a notice of default, setting out the claimed default in sufficient detail for TMH to remedy it.
21. As soon as possible but ultimately within one (1) month after becoming aware of the cause of a claim, the Client has to notify TMH thereof, in absence of which the claim expires. Any claims against TMH have to be initiated in legal proceedings against TMH within four (4) months after the Client became aware, or should have reasonably become aware of the cause of the claim, in absence of which the claim expires.
22. Third parties hired by TMH in relation to the performance of the agreement are entitled to invoke the liability limitation in this article against the Client. TMH is entitled to invoke the liability limitation of this article against third parties involved in the performance of the agreement.
23. The foregoing limitations also apply to any of the Client's claims for repayment of any paid amounts, excluding a deposit for a rented Item.
24. If TMH receives a third party claim in relation to the agreement that is not caused by TMH, the Client will keep TMH, its employees, officers and agents indemnified and hold them harmless from all costs, claims, fines, settlement amounts and/or causes of action in relation to such claims.

Article 8: Security interests, collection and ownership

1. The Client is aware that security interests are or can be established by TMH for the benefit of third parties on all Items owned by TMH, regardless of whether the Item is in the possession of TMH or of the Client. The Client is also aware, and insofar as necessary agrees to, the fact that the ownership of an Item may also be vested in a lease company (in which case the provisions in these general terms and conditions with regard to the ownership and repossession of the Item



apply to the lease company) and that the Client can be obliged to provide the Item upon first request to the lease company, without the Client being able to rely on any right of retention, or other right, if and as soon as the lease company claims the return of the Item on the basis of non-fulfilment of the obligations by TMH towards the lease company. The agreement will be terminated (insofar as possible by operation of law) with immediate effect as a result of this claim of an Item by the lease company. The return or repossession of the Items by the lease company must take place at a location in the Netherlands stated by the lease company and the Client undertakes to provide full cooperation to this.

2. Parties cannot revoke, rescind, annul or otherwise make this third party clause invalid.

Article 9: Suspension, end of the agreement

12. TMH can suspend its obligations and the agreement can be terminated by TMH for cause ('*opgezegd*') or rescinded ('*ontbonden*') at TMH's option, at any time without notice of default and with immediate effect, without the requirement of any judicial intervention or judicial termination or obligation to pay damages on the part of TMH, if one of the following events occur: (i) as soon as the Client is the subject of a petition for bankruptcy, a composition with creditors, an insolvency application, or application for moratorium, or any similar legal concept in accordance with the law; (ii) as soon as any Item, and/or the assets of the Client is/are seized or are otherwise the subject of any enforceable or precautionary measures whatsoever by a third party, including any government agency or authority; (iii) as soon as the Client loses control over its assets for whatever reason; (iv) if the Client does not fulfil its obligations ('*komt tekort*') under the agreement or if TMH has good grounds to believe the Client may not be able to fulfil its obligations (for the avoidance of doubt, such obligations, whenever used in the terms and conditions, include the obligations set out in these general terms and conditions); (v) if the control in the Client is taken over by a third party; (vi) if the Client's management board changes substantially; (vii) if the Client discontinues its business activities; (viii) cancellation by the insurer of the insurance with regard to the Item, if this can be attributed to the Client and no other respectable insurer wants to insure the Item; (ix) in case TMH finds that the Client has made untruthful statements; (x) in case the Client, the Client's managing officers, management board, employees and/or hired contractors have committed an offense which influences or may influence the performance of the agreement (e.g. have committed fraud with regard to the Item's registration documentation); (xi) in case TMH finds that there are circumstances in the country where the Item is used or located that may potentially lead to the Item being damaged, stolen, confiscated or otherwise harmed.
13. If TMH suffers force majeure for a consecutive period of more than three months then each of the Client and TMH are entitled to terminate ('*opzeggen*') the agreement.
14. At the end of the agreement all claims of TMH against the Client will become immediately due and payable.
15. The termination rights set out in these general terms and conditions do not affect either party's rights to terminate the agreement as provided for by the law applicable to these general terms and conditions.
16. The Client's statutory right to rescind the agreement due to TMH's default under the agreement is subject to the Client's notice of default as set out in article 7 part 4.



Article 10: Force majeure

11. TMH is not obliged to comply with its obligations if it cannot do so as a result of circumstances that are not due to TMH's intent or gross negligence or in case of force majeure.
12. Force majeure is taken to mean that which the law and case law includes as to that, each circumstance beyond the control of TMH, as a result of which fulfilment of its obligations cannot reasonably be requested of it, regardless of whether this circumstance was foreseeable at the time of concluding the agreement.
13. The following are in any case deemed such circumstances: strike actions and exclusions, embargo, acts of God, weather circumstances, riot/disturbances, war, terrorism, crime, theft, accidents, fire, excessive sickness absence, business interruption, weather conditions, epidemics, pandemics, infrastructural problems, errors or non-availability of communication facilities including the Internet, electricity failures or shortages, failure of websites, or other technical breakdowns on the part of TMH, its suppliers and/or its own transport, or the transport arranged by third parties, force majeure or defaults of third parties, whether or not hired by TMH, delayed delivery of ordered vehicles, materials or parts, import- and/or export restrictions, measures imposed by government agencies or authorities and the withdrawal of one or more permits or other type of authorisation that must be acquired from or granted by authorities.
14. In addition to termination of the agreement per article 9, TMH is also entitled to suspend its obligations under the agreement for the duration of the period of force majeure, without TMH becoming obliged to pay any compensation.
15. If TMH has, in case of force majeure, fulfilled part of its obligations, the Client is obliged to pay the corresponding amounts.

Article 11: General provisions

19. The Client agrees to keep confidential TMH's information which is marked as confidential or which is of such nature that the Client can reasonably understand it must be kept confidential.
20. If any of the provisions of these general terms and conditions, or as the case may be the agreement, is null and void, they will be deemed to be replaced by a clause that approaches the effect of the null and void provision as closely as possible. The remaining provisions will remain unimpaired.
21. These general terms and conditions may be changed by TMH. The notified new terms and conditions apply to any new agreements concluded between the parties. With regard to any ongoing agreements the following applies: TMH will notify the Client of the new terms and conditions, allowing the Client to object to the new terms and conditions within a reasonable term of at least two weeks before the effective date of the new terms and conditions. If the Client objects to the new terms and conditions, TMH may decide to allow the Client to terminate the agreement or to continue the agreement under the old terms and conditions or agree to another solution with the Client. If the Client does not object to the new terms and conditions within the set term, the new terms and conditions apply to the agreement as per their effective date.
22. Changes to the agreement can only be made with written consent of both parties.
23. The Client is not entitled to transfer or assign any of its rights and obligations pursuant to the agreement including any warranty to any third party without TMH's prior written consent. The Client hereby agrees that TMH may transfer or assign its rights and obligations to a third party.



- that takes over its business or part of its business and that it may also transfer or assign the rights to the amount payable by the Client to a third party, e.g. for securitization purposes.
24. If a party does not invoke a provision of the agreement or these general terms and conditions, this does not constitute a waiver of such provision.
 25. TMH may process personal data of contact persons or other persons at the Client, which it does so under its own responsibility, as a controller, as referred to in the General Data Protection Regulation EU/2016/679 (GDPR).
 26. TMH reserves the right to cancel any agreement that has been concluded by unauthorised TMH staff. The Client warrants that the person who concludes and/or executes an agreement on its behalf is authorised to do so. The Client waives any rights it may have in relation to unauthorised representation and agrees to pay TMH's costs and damages it suffers as a result thereof.
 27. The parties agree that if the Client is established outside the Netherlands, articles 6:232 and 6:234 (jo. 6:230c) of the Dutch Civil Code apply. The parties also agree that article 6:227b sub 1 Dutch Civil Code does not apply. The Client waives its right to rescission ("*ontbinding*"), or annulment ("*vernietiging*") on the basis of article 6:227b sub 4 and/or sub 5 Dutch Civil Code as well as 6:227c sub 2 and sub 5 Dutch Civil Code.

Article 12: Applicable law and arbitration

5. The legal relationship between TMH and the Client is exclusively governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
6. All disputes between the parties in relation to the agreement and/or the legal relationship between the parties, shall be settled in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute. The arbitration tribunal will consist of three arbitrators and will be appointed in accordance with the list procedure. The location of the arbitration will be Rotterdam (the Netherlands). The proceedings will be conducted in the English language, unless the Client is established in the Netherlands, in which case the proceedings will be conducted in Dutch. The arbitration tribunal will decide with due care and in accordance with fairness. Consolidation of the arbitration proceedings with other arbitration proceedings, as provided for in Section 1046 of the Code of Civil Procedure and Section 39 of the Arbitration Rules of the Netherlands Arbitration Institute, is excluded.