

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF BAS WORLD

### Article 1 - Definitions

- 1.1 In these general terms and conditions the following definitions are used:
- BAS World** (also referred to as “we”/“us”/“our”): BAS World B.V., a private company with limited liability, incorporated under the laws of the Netherlands, registered at the Chamber of Commerce with number 17103220 and/or entities affiliated to BAS World B.V, including (but not limited to) BAS World GmbH (HRB 28098), BAS World Spain S.L. (B22907794), BAS World Austria GmbH (FN 650396s) and BAS World DMCC (DMCC-917405) using these General Terms and Conditions of Sale and Delivery;
  - Buyer**: any (legal) person to whom we address our offers, as well as those that address offers to us and those who issue an assignment to us or the person with whom we enter into an agreement and furthermore the person with whom we have any legal relationship and on behalf of this person his representative(s), authorized representative(s), assignee(s) and heir(s).

### Article 2 - Applicability

- 2.1 These general terms and conditions apply to all our offers, agreements, contracts for services (involving the provision of services by us), as well as all legal acts, deliveries, work and services performed by us and services sold through us, including all pre-contractual situations and future legal relationships with us to be entered into on, inter alia, the sale of (used) (company) vehicles, trucks, truck components, (used) transport vehicles, machines, parts and accessories, performing repair, maintenance and other work on the aforementioned objects, and accompanying services.
- 2.2 Derogations and/or additions to these general terms and conditions shall only bind us if explicitly agreed in writing.
- 2.3 If it appears that one or more provisions of these general terms and conditions conflict with the law, the remaining provisions of these general terms and conditions shall continue to apply unimpaired.
- 2.4 In case of conflict between the content of the agreement entered into between the Buyer and us, and these general terms and conditions, the provisions of the agreement shall prevail.
- 2.5 If we do not always require strict compliance with these general terms and conditions, this shall not mean that said provisions do not apply, or that we would lose the right to demand strict compliance with the provisions of these general terms and conditions in other cases.

### Article 3 - Offers

- 3.1 All our offers and quotations are without obligation, unless they contain a period of acceptance, in which case the offer expires after this period.
- 3.2 Changes and/or promises made by us after the offer, whether oral or written, shall constitute a new offer, as a result of which the previous offer has expired.
- 3.3 If an acceptance by the Buyer deviates from the offer, this shall constitute a new offer from the Buyer and a rejection of our entire offer, even if it only concerns a deviation on minor points. If the Buyer makes an offer and/or issues an assignment, the agreement is concluded upon approval and confirmation in writing by us of the offer and/or assignment or upon commencement of the performance of the assignment
- 3.4 All offers and quotations are based on the performance of the agreement by us under normal circumstances and during normal working hours, unless expressly stated otherwise in writing.

### Article 4 - Conclusion

- 4.1 The agreement is concluded, where applicable within our period of acceptance, upon our receipt of a written acceptance of an offer and under the resolutive conditions (ontbindende voorwaarden):
- that the Buyer does not fulfil its (down payment) obligations as referred to in article 7.3 in a timely manner.
  - that the Customer Due Diligence (as referred to in Article 20), including but not limited to the identification and verification of the Buyer, UBOs and other relevant parties and compliance with applicable AML and sanctions laws, is not completed to the satisfaction of BAS World.
- 4.2 If the Buyer has accepted the offer electronically, the agreement will not be concluded until after we have accepted and confirmed this in writing. Until receipt of this acceptance has been confirmed and approved by us in writing, the agreement has not yet been concluded.
- 4.3 We reserve the right to terminate this agreement within 48 hours after its conclusion, at our sole discretion. In this case, the Buyer shall not be entitled to compensation.
- 4.4 Due to legislative requirements we are obligated to conduct an investigation with regard to the identity of the Buyer and the source of its funds. We reserve the right to terminate the agreement(s) if upon the aforementioned investigation, we, at our sole discretion, conclude that there is any doubt or uncertainty regarding the identity and/or source of funds of the Buyer or a third party acting on behalf of the Buyer. Any (advance) payments received by us from or on behalf of the Buyer will be returned.
- 4.5 Supplementary agreements, amendments and/or commitments, verbally made by our personnel, representatives, sales staff or other intermediaries after the conclusion of the agreement, shall not be binding unless they are confirmed by us in writing to the Buyer.
- 4.6 Orders placed through intermediaries, including agents, representatives or distributors, are valid only after we have confirmed these in writing. Verbal agreements and terms are binding only after they have been confirmed in writing by us by persons we have authorised thereto.
- 4.7 We are entitled to transfer (part of) our legal relationship to a third party affiliated to BAS World (or BAS Group B.V.) including the parties referred to in article 1a. As a result, all rights and obligations (including rights of will such as dissolution or annulment) shall pass to the concerned party, unless otherwise stipulated in respect of rights or obligations which are ancillary or have already fallen due. The Buyer hereby grants BAS World its unconditional and irrevocable consent to the aforementioned transfer.

### Article 5 - Prices

- 5.1 The prices quoted by us are net prices and are exclusive of VAT and other government charges and/or third-party charges on sales and/or delivery and/or performance of the agreement, and are based on delivery from our business location, except to the extent agreed otherwise in writing.
- 5.2 The prices stated by us are quoted in Euros or any other currency agreed with us; any exchange differences will be at the Buyer's risk, unless agreed otherwise in writing.
- 5.3 If the payment term in article 7.1 is exceeded, we reserve the right to charge any exchange rate differences by means of a proportionate price increase.
- 5.4 We reserve the right to charge the Buyer a proportionate price increase, if an unanticipated increase arises in one or more price-determining factors and/or statutory levies, including wages, premiums, raw materials, components, energy, materials, (transport and shipping) rates and surcharges (from third parties) and exchange rate changes, after the conclusion of the agreement.
- 5.5 Unless expressly agreed otherwise in writing, delivery costs, service costs and cost of shipping, import formalities and acts related to import and/or export (including but not limited to: vehicle and/or machine cleaning costs in the event of shipping) etc., shall never be included in our prices.
- 5.6 Price increases ensuing from supplements to and/or amendments in the agreement will be on account of the Buyer.
- 5.7 Costs arisen as a result of the Buyer remaining in default to make the performance of the agreement possible and/or as a result of circumstances occurring which can be attributed to the Buyer as a result of which costs have arisen for us, will be charged by us to the Buyer.
- 5.8 We are not liable for any errors in the texts of printed matter, (online) advertising and/or other forms of marketing communications.

### Article 6 - Cancellation

- 6.1 Without prejudice to our right to claim fulfilment, we are entitled to, although we are not obliged to do so, if the Buyer wishes to cancel the agreement, dissolve the purchase agreement, in which case we will charge at least 15% of the gross sales price of the objects, with a minimum of EUR 2.500,- per object, as cancellation fee for the costs incurred by us. This is without prejudice to our right to claim additional compensation if the costs incurred (including delivery, storage, insurance and parking costs) exceed the aforementioned cancellation fee.
- We are also entitled to set off the cancellation fee against any (down)payments already made by the Buyer. The cancellation fee shall be paid to us within one week following our acceptance of the cancellation request. If the buyer has not paid the cancellation fee after one week, we shall be entitled to inform the Buyer in writing that we require fulfilment of the concluded agreement. In that instance, the Buyer can no longer apply for the cancellation. A request for cancellation must always be made in writing and before the agreed delivery date.

- 6.2 Uncollected orders may be offered again to the Buyer. In that case, the invoice amount is increased by costs incurred, consisting of, for example storage and/or parking costs.

#### Article 7 - Payment

- 7.1 The Buyer is, to the exclusion of any right of suspension, obliged to pay all invoices before delivery of the relevant goods or before performance of the relevant work/services, unless expressly agreed otherwise in writing. We will not deliver the relevant goods or perform the work and/or services until full payment of all invoices. All invoices must be paid by the Buyer within 14 days after the conclusion of the agreement, unless expressly agreed otherwise in writing. Settlement with claims the Buyer claims to have on us is not allowed.
- 7.2 However, we do have the option to approve payment extensions. In doing so, we are entitled to cancel the agreed discount, retroactively, to demand 2% interest per month on the outstanding amount from the Buyer and to charge the Buyer EUR 35,- storage/parking costs per object per day. In addition, we reserve the right to nevertheless terminate the agreement in whole or in part at any time.
- 7.3 Within two days after the conclusion of the agreement, the Buyer is obliged to pay a deposit of at least 10% of the gross sales value of the objects with a minimum of EUR 2.500,- per object or a different amount to be determined by us in the agreement or in an annex thereto. In the absence of (timely) payment, we shall be entitled to suspend the fulfilment of our obligations or terminate the agreement.
- 7.4 If the Buyer wishes to export an object outside the European Union, it shall always be for its own account and risk. The Buyer must have furnished a security before the delivery of the object, which will be returned after the object has been electronically exported (and reported) in a correct manner. Unless otherwise agreed in writing, a deposit at least equal to the amount of the Dutch VAT applies per object.
- 7.5 In case of failure to make (timely) payment of foreign currency amounts, within the period(s) specified in article 7.1 and/or article 7.3, we shall reserve the right to pass on currency fluctuations against the euro to the Buyer.
- 7.6 Payments made by the Buyer shall always first be applied to settle all due interest and costs and subsequently to settle claims arising from the agreement that have been outstanding for the longest period, even if the Buyer has stated that the payment relates to a different claim.
- 7.7 BAS World B.V., a private company with limited liability, incorporated under the laws of the Netherlands, registered at the Chamber of Commerce with number 17103220 and/or affiliated BAS World entities using the General Term and Conditions of Sale and Delivery ('BAS World') shall always be entitled to set off all amounts that we, both individually and jointly, claim from and/or are due to the Buyer against all claims the Buyer has against us and/or amounts it owes us, or to rely on a right of suspension in respect of (any of) those claim(s), also if this such claim(s) arises from another agreement and/or legal relationship. BAS World and the Buyer agree that the right of set-off is extended, and that reciprocity for set-off is not necessary, therefore.
- 7.8 In the event of (an application for) liquidation, insolvency, bankruptcy or moratorium of the Buyer, the claims, of whatever nature (including those of the parties specified in article 7.7), on the Buyer shall be immediately payable.
- 7.9 Cash payments can be made only upon presentation of valid proof of identification and from Monday through Friday from 08:30 to 18:00. In that respect, the proof of payment we issue shall be the only valid proof of payment. Cash payments of EUR 3,000 or more are not permitted. This prohibition applies to all transactions, including business to business transactions, and irrespective of whether payment is made in one or more instalments.
- 7.10 If the Buyer fails to fully and/or timely comply with any payment obligation towards us, the Buyer shall be liable for all actually incurred collection and enforcement costs, both extrajudicial and judicial, irrespective of any statutory limitation or fixed compensation scheme, including but not limited to actual attorneys' fees, court fees, bailiff costs, and the costs of experts and other advisers engaged by BAS World.

#### Article 8 - Delivery time, delivery, risk

- 8.1 Delivery times are determined by mutual agreement; however, our specified delivery times and/or specified delivery dates will never be regarded as deadlines unless agreed otherwise in writing. In the event of late delivery and/or completion we require to be placed in default in writing, stating a reasonable deadline for compliance. A reasonable period shall in any case be the period considered as reasonable within the industry.
- 8.2 If exceeding the deadline is not attributable to us, under no circumstances the Buyer may claim damages or termination of the agreement.
- 8.3 If delivery includes transport and/or shipment, this will be booked within 48 hours of receipt of full payment.
- 8.4 If we are responsible for shipment of the goods, at request of the Buyer, or if the agreed parity of the ICC INCOTERMS lays this responsibility on us, the time, method of shipment and shipment route shall be at our discretion. Transport insurance shall be effected by us only at the express request of the Buyer; all related costs are to be borne by the latter.
- 8.5 Unless otherwise agreed in writing, delivery will take place EX WORKS (Incoterms 2020) at our place of business.
- 8.6 If the incoterm FOB is agreed upon, any costs for securing the objects (securing the cargo, also commonly referred to as: "lashing" and/or "securing") shall be borne by the Buyer.
- 8.7 At least two working days before collection of the goods, the Buyer must communicate this to us in writing, allowing for the relevant documents to be prepared.
- 8.8 Buyer is obligated to fill in and sign the transport declaration, to be provided by us, mentioning amongst others, which person, employee, agent (including third parties) is to collect the goods on behalf of Buyer. This person/party is to be considered a representative of the Buyer concerning the receipt of the goods and affairs related thereto.
- 8.9 Upon taking receipt of the goods, the Buyer or its representative and us may agree that the we will assist the Buyer/representative with the loading of the goods. In that case too, the Buyer bears the risk of, inter alia, storage, loading, transport and unloading and shall hold us harmless for any and all damages caused by or related thereto. We shall be entitled to charge an additional fee to the Buyer for the assistance provided.
- 8.10 If the Buyer fails to collect the goods within the agreed period or fails to give us the opportunity to deliver the goods, it shall be immediately in default and the goods shall be stored at the expense and risk of the Buyer. We are entitled to claim EUR 35,- storage costs per object per day from the Buyer for each day that the Buyer collects the goods later than the agreed period (i.e. delivery date/pick-up date). If the Buyer refuses to collect the goods by our specified deadline, we shall be entitled to terminate the agreement in whole or in part and to alienate the goods in a manner to be determined by us, without us being liable towards Buyer for any compensation. We shall be entitled to recover any damage on the proceeds.
- 8.11 The risk for the sold goods is transferred from us to the Buyer upon delivery. In the event of a sale of a vehicle, the Buyer shall be obliged to insure the vehicle from the moment of delivery.
- 8.12 All purchased goods and services shall be purchased as a whole, a deposit may not be used to pay part of an order. Partial deliveries are only possible by means of an amended order confirmed in writing.
- 8.13 The Buyer must assess whether the registration, vehicle and export documentation present or to be delivered by us is sufficient for import or registration in the country of destination. We shall not be in any way responsible or liable in this respect.
- 8.14 If the registration, vehicle and export documentation is not yet available upon conclusion of the agreement, we shall provide an indicative date of arrival, which no rights may be derived from by the Buyer. If the Buyer decides to start using a vehicle before all the documentation is available, this shall be entirely at the risk of the Buyer and any resulting damage may not be recovered from BAS World and/or its partners (e.g. should it concern a sale via consignment).
- 8.15 If it becomes apparent that the registration, vehicle and export documentation cannot be provided, the Buyer may dissolve the agreement. Any expenses incurred will not be recovered from BAS World and/or its partners (e.g. should it concern a sale via consignment).
- 8.16 The Buyer must assess whether the temporary (registration) plates (and insurance) provided (by third parties) are adequate for transport to the destination country, whereby we are not liable for any inaccuracy and/or late/incorrect delivery thereof.
- 8.17 In the event of shipping, the Buyer is obliged to collect the objects from the port in a timely manner. The costs charged by shipping companies to BAS World for delays in this process (commonly referred to as 'demurrage' and/or 'detention' fees) shall at all times be borne by the Buyer.

#### Article 9 – Non-conformity, warranty, complaints

- 9.1 The Buyer shall not be entitled, in respect of the purchase, repair and/or maintenance, to invoke any rights arising from non-conformity within the meaning of article 7:17 of the Dutch Civil Code (Burgerlijk Wetboek).
- 9.2 In respect of the sale and/or deliveries of new vehicles, machines and/or parts, only the warranty, if any, provided by the manufacturer and/or the importer of such goods shall apply. BAS World does not provide any additional warranty in this respect.
- 9.3 Used vehicles and parts are sold without warranty of any kind. The Buyer explicitly acknowledges that the goods are purchased as used goods, all and only on an 'as is, where is' basis, with all visible and invisible defects at the time of delivery.

- 9.4 Any deviation from expectations, fitness for purpose, intended use, findings, assessments and/or interpretation of the Buyer regarding the vehicle, as well as any statements, descriptions, representations, output generated by artificial intelligence ("AI systems"), status reports, promotional statements made or made available by BAS World in the vehicle presentation or in general, whether orally, in writing or published on the website, shall not constitute non conformity.
- 9.5 Warranty on used vehicles, machines and/or components is issued only if and to the extent specifically stated in the sales agreement
- 9.6 If the Buyer makes an appeal to the warranty granted by us in the relevant purchase agreement or submits a complaint, we will assess the warranty or complaint and if necessary settle with due observance of the relevant provisions in the agreement. Warranty or other claims are not transferable. All warranty requests or complaints must be submitted via [complaints@basworld.com](mailto:complaints@basworld.com).
- 9.7 Any complaints in respect of both visible defects in goods supplied by us and amounts invoiced must be submitted to us in writing, accompanied by an accurate specification of the facts to which the complaint relates, within three working days after receiving the goods or the performance of the work, or after receipt of the invoice. In the absence of such notification, the Buyer shall be deemed to have approved and accepted the delivered goods and/or invoice without reservation. The right of recovery lapses by the (continued) use of the delivered goods. For all other complaints, a period of 14 days after the defects became known applies, provided the Buyer demonstrates that it could not reasonably have discovered the defect earlier.
- 9.8 Upon first request, the concerned objects must be made available to us for investigation, and, upon our request, at our business location..
- 9.9 Any failure to strictly comply with the complaint procedures and time limits set out in this article shall result in the irrevocable lapse of any and all rights and claims of the Buyer. This shall equally apply where BAS World has not been disadvantaged in its evidentiary position nor has any damage increased as a consequence of an untimely or incorrect complaint. The Buyer expressly waives any defences in this respect.
- 9.10 Complaints may not be submitted if:
- the goods have been used for a purpose other than for which they are normally intended or if, in our opinion, they have been used or transported in an improper manner, or repaired by the Buyer or a third party;
  - the damage was caused by negligence of the Buyer (for example, due to insufficient maintenance) or because the Buyer has acted contrary to our instructions, directions and advice;
  - it concerns parts of which the seal is broken or which tend to be regularly replaced when carrying out maintenance or servicing or which are accessories;
  - the Buyer has failed to perform any obligation towards us, even if not directly related thereto.
- 9.11 In case the Buyer - with due observance of the provisions in this article - submits a complaint and his complaint is considered to be valid by us, we will at our discretion, replace the relevant goods free of charge (after which the replaced goods become our property) or repair them or grant a price reduction.
- 9.12 Handling a complaint shall not suspend the payment obligation of the Buyer.
- 9.13 If a complaint that is not included in the above cases is taken into consideration, this will be entirely voluntarily and the Buyer may not derive any rights from this.
- 9.14 The warranty claims expire if:
- a. We are not given the opportunity to rectify the defects;
  - b. Third parties have performed work, without our prior knowledge or consent, related to the defect, regarding the remedy of which we have performed work in relation to which the warranty is invoked;
  - c. In case of improper use of the vehicle, which shall include:
    - use for other than normal purposes;
    - overloading;
    - modifications to software(configuration) equipped on the vehicle if these are not permitted or supported by legislation and/or by the manufacturer;
    - modifications / additions to hydraulic functions if these are not permitted or supported by legislation and/or by the manufacturer;
    - use of wrong fuels and oils;
    - maintenance other than prescribed by us or the manufacturer of the object;
    - improper driving, use and/or maintenance;
    - accident, insufficient maintenance;
    - incorrect assembly and/or installation of the delivered goods.
  - d. If changes have been made to the object by the Buyer or on the instructions of the Buyer, unless all this was carried out in full compliance with our written advice or after having received our written consent.
  - e. The Buyer fails to fulfil the agreed payment obligations and other obligations under the agreement.
- 9.15 Excluded from warranty are:
- emergency repairs;
  - defects in materials or components that have been prescribed or provided by the Buyer;
  - defects that are the result of designs, drawings, constructions or methods provided by the Buyer, or recommendations given by the Buyer;
  - deviations in colour or quality of the coating deemed acceptable or unavoidable within the industry.

#### Article 10 - Vehicle history, CE-marking, EPA certification, BMW certification

- 10.1 Although we observe the utmost care in providing information about the (technical) data, history, mileage and working hours of vehicles, the Buyer may not derive any rights from the information provided by us, as we also depend on third parties for our information. Likewise, the Buyer may not derive any rights from errors or apparent spelling mistakes on our website.
- 10.2 The Buyer has the right to try to retrieve said data of vehicle(s) and machines on its own initiative. If required, we will cooperate in this. Any costs of said investigation shall be borne by the Buyer.
- 10.3 Unless we explicitly state otherwise in writing, the vehicles and machines as offered by us do not have CE-marking, EPA certification, BMW certification and/or other certifications. The Buyer should assess itself whether or not the vehicles and machines may be used for its intended purpose(s) and in the area(s) of its intended use. We are neither responsible nor liable for this.
- 10.4 Unless expressly indicated in writing by us, the vehicles and machines offered by us will not be cleaned or otherwise prepared for shipment. It is up to the Buyer to judge whether the vehicles and machines may be transported and/or imported in their current state. We are neither responsible nor liable for this.

#### Article 11 - Retention of title

- 11.1 All deliveries will be made under retention of title. The ownership of the goods, notwithstanding their actual delivery, is only transferred to the Buyer after the Buyer has paid in full all which is due with regard to the goods delivered or to be delivered by us to the Buyer pursuant to this agreement or any similar agreement or with regard to work performed or to be performed for the Buyer pursuant to such an agreement, and also in respect of the claims for failure to comply with such agreements.
- 11.2 During the period that ownership of an object has not yet been transferred to the Buyer in accordance with paragraph 1 of this article, but delivery has taken place, the Buyer shall effect third-party liability insurance and comprehensive insurance for the vehicle and the Buyer shall not be allowed to alienate, encumber, pledge, lease, lend the vehicle or to make it available to third parties in any way or transfer it as security to third parties. If the vehicle is sold or transferred to a third party, a silent pledge shall be established in advance on the claim against said third party that arises by virtue of the resale of the vehicles, for our benefit, which obliges the Buyer to cooperate in submitting possible registration thereof. If the products delivered and/or made involve accession and/or specification, a pledge is hereby established on the product that our product has become a component of. The Buyer will indemnify us against third-party claims on the vehicle for the aforementioned period.
- 11.3 During the period stated in paragraph 2, the Buyer shall be obliged to return the goods sold to us in good condition, upon our first request. If the Buyer fails to fulfil its (payment) obligations towards us or if we have good reason to fear that it will fail in its obligations, we shall be entitled to repossess the goods delivered subject to the retention of title, at the expense of the Buyer. Cost of use of the vehicle shall be borne by the Buyer.
- 11.4 The Buyer is obliged to store the objects delivered under retention of title with the necessary care and as the recognizable property of us.

#### **Article 12 - Dissolution**

- 12.1 If the Buyer fails to fulfil, or fails to fulfil in a proper and timely manner, despite a demand specifying a reasonable period, any obligation, whether relating to payment or otherwise arising under any agreement concluded with us, as well as in the event of (application for) moratorium or bankruptcy, guardianship order or liquidation of the Buyer's business, we shall be entitled, without notice of default and without judicial intervention being required, to dissolve the agreement or any part thereof, whereby the entire deposit will be withheld on account of cancellation fee and not refunded, without prejudice to our right to claim additional compensation if the costs incurred (including delivery, storage, insurance and parking costs) exceed the deposit amount.
- 12.2 As a result of the dissolution, all claims against the Buyer shall fall due immediately, without us being liable for damages or warranty payment. The Buyer shall be liable for the damage suffered by us, including interest and loss of profits.
- 12.3 Any full or partial termination, rescission, annulment or amendment of the agreement by the Buyer, as well as any legal action aimed thereto, is excluded.

#### **Article 13 - Suspension and right of retention**

- 13.1 We are authorized to suspend our performance (including future partial deliveries) if the Buyer fails to fulfil any of its obligations or if circumstances that have come to our knowledge give us good reason to fear that the Buyer will fail to fulfil its obligations, except to the extent mandatory provisions prohibit us in doing so.
- 13.2 We are entitled to exercise the right of retention on all goods of the Buyer relating to the performance of the agreement, including goods within the scope of the agreement actually held by us, in the event that the Buyer fails, fully or in part, to fulfil any obligations related to the performance of the agreement or other agreements entered into with the Buyer.
- 13.3 We are entitled to recover damages (including loss of interest) we have suffered and the costs we had to incur in respect of care of the goods actually held by us (including parking and storage costs) from the Buyer.
- 13.4 The Buyer is not entitled to refuse, delay, limit or suspend the fulfilment of its obligations on the basis of alleged defects in the products/services and for any other reason whatsoever.
- 13.5 Neither shall the Buyer be entitled to set off any claim against us.

#### **Article 14 - Sale with trade-in**

- 14.1 If in case of sale of a vehicle against trade-in of a used vehicle, the Buyer continues to use the vehicle that is to be traded in pending delivery of the new vehicle, the Buyer shall have the obligation to take care of the vehicle with due care and diligence.
- 14.2 Ownership of the vehicle to be traded in will only transfer to us at the time this vehicle is in our actual possession.
- 14.3 The vehicle to be traded in must be free of financing and obligations towards third parties.
- 14.4 Unless otherwise agreed in writing, the power train and its dependent components must be in good working condition.
- 14.5 Unless otherwise agreed in writing, all vehicle documents accompanying the vehicle shall be handed over to us at the time the vehicle becomes our property.
- 14.6 During the period specified in paragraph 1 of this article, the risk in respect of the vehicle lies with the Buyer and all costs, in particular of maintenance and damages from any cause whatsoever, also as a result of loss, including not providing or not being able to provide the valid full registration plate and/or registration certificate or any other official documents, shall be borne by the Buyer.
- 14.7 If the vehicle to be traded in, once we have actual possession of the vehicle, is, in our opinion, not in the same condition as at the time of conclusion of the agreement, we shall be entitled to refuse the trade-in and nevertheless require payment of the agreed purchase price of the vehicle or to have the vehicle to be traded in revalued and to take the current value into account.
- 14.8 If, in our opinion, the vehicle to be traded in shows defects that could only be observed after the vehicle was actually made available, but which defects were already present at the time of conclusion of the agreement, according to objective standards, the Buyer must compensate us for the resulting damage for us. Damage shall include reduction of the assessed value.

#### **Article 15 - Force Majeure**

- 15.1 In the event that force majeure causes delay in or prevents the performance of the agreement, we shall have the right to dissolve the agreement in writing without the Buyer being entitled to any compensation.
- 15.2 Force majeure on our part also includes any circumstance arisen outside our control, due to which the normal performance of the agreement is prevented. Such circumstances of force majeure shall at any rate include:
- war, armed conflict, terrorism, riots, civil unrest, strikes, lock outs, labour disputes, extreme absenteeism due to illness of personnel, fire, explosion, natural disasters, extreme weather conditions, epidemics, pandemics, government measures, sanctions, export or import restrictions, customs measures, interruptions in transport, delays or failures of suppliers or subcontractors, shortages of materials, energy or fuel, failures in utilities or telecommunications and actions/measures at customs, including the blocking of goods, breakdowns of our company or of suppliers;
  - if we have sold a vehicle yet to be traded in to the Buyer and said vehicle cannot be delivered to the Buyer due to circumstances that cannot be attributed to us;
  - in the event of delays due to insufficient capacity at shipping and/or transport companies and/or ports and/or a cancelled departure;
  - and any other circumstance that is beyond our control.
- 15.3 If the manufacturer, importer or supplier modifies or makes (structural) changes to a product, we shall reserve the right to supply the modified product, provided that the modified product possess at least the normal usage properties of the original product, as well as the special usage properties, if and to the extent as agreed in writing between the Buyer and us.

#### **Article 16 - Liability**

- 16.1 Save for a wilful act or wilful recklessness by us or our managerial personnel (including managing subordinates), our liability will be limited to our, if any, warranty obligations set out in article 9 and we shall never be liable for any direct or indirect damage, whether the claim is based on an agreement entered into with us, tort or otherwise.
- 16.2 In the event that we may be liable for any damage, our liability will always be limited to direct damage to property or persons and will never extend to any trading loss or other consequential damage, including loss of income.
- 16.3 In the event that we may be liable for any damage, our liability shall further be limited to the price at which the Buyer has purchased the good or the amount paid by the Buyer for the assignment, but at any rate with a maximum of the current value of the relevant object.
- 16.4 If we consider there are sufficient grounds that would lead us to not apply the above stipulations contained in this article, our liability shall at all times be limited to that damage and to at most the amount against we are insured for, increased by our deductible.
- 16.5 Any claim for damages and/or repair of the defect and/or replacement of the item, for whatever reason, shall lapse on the earliest of the following dates: in case of late or incorrect reporting or, in any event, by the expiry of 1 year after delivery, installation or completion.
- 16.6 The Buyer is obliged to indemnify or compensate us for all claims by third parties for compensation of damage, costs, fines, penalties or interests for which our liability has been excluded in relation to the Buyer under these general terms and conditions.
- 16.7 We shall never be liable for damage caused by work related to the goods which is not part of our normal work and which is performed by us as a service at the express request of the Buyer. Such work shall be performed at the expense and risk of the Buyer. Neither shall we be liable for damage resulting from errors in free advice.
- 16.8 We will insure the risk of loss or damage to goods of the Buyer, which are held by us, for the period that these goods are held by us. We are liable for goods provided to us by the Buyer, irrespective of the external cause and irrespective of whether the damage or loss arises during the period that we hold these goods by virtue of an agreement, only to the extent the relevant insurer reimburses the relevant damage. An external cause shall not include the processing of the goods.
- 16.9 If this agreement covers goods that we procure or have procured from third parties, our responsibility and/or liability shall be limited to the responsibility and/or liability to us of that supplier. This provision only applies to the extent that such application is more favourable for the Buyer than the application of the above provisions.
- 16.10 We are not obliged to provide the Buyer with replacement vehicles or equipment or to provide repatriation of the vehicle or equipment, nor shall the Buyer be entitled to reimbursement of the cost of replacement vehicles or equipment.

**Article 17 - Intellectual property rights**

- 17.1 All intellectual property rights and rights in respect of the products of the mind we develop or use in the performance of the agreement, including advice, procedures, (model)contracts, systems, system designs etc., will accrue to us, insofar as these have not already been accrued to third parties.
- 17.2 Except with our prior written consent, the Buyer shall not be allowed, whether on its own or by engaging third parties, to reproduce, publish or exploit the said products of the mind or recordings thereof on data carriers.

**Article 18 - Derogation clauses**

- 18.1 If, in the sale of certain objects, specific conditions have been agreed which deviate from these general terms and conditions, those specific conditions shall prevail to the extent they relate to those objects. For the remainder, these general terms and conditions shall remain in force..

**Article 19 - Data processing**

- 19.1 The data of the Buyer will be processed by us and stored in our systems. We are also entitled to make this data available to third parties. Insofar as it concerns the processing of personal data this is processed within the meaning of the General Data Protection Regulation. Personal data will only be provided to third parties if this is required to deliver the service or when there is a legal obligation hereto. We have made agreements with such third parties to make sure that this personal data will not be used for other purposes. We can perform the agreement, provide optimal service and provide the Buyer with product information and personalized offers in a timely manner on the basis of this processing. If it concerns the processing of personal data for the purpose of direct mailing, then any objection brought by the Buyer to us will be accepted.
- 19.2 The Buyer is aware that vehicles sold by us are or may be fitted with software systems that store information about the vehicle. The Buyer indemnifies BAS World against any liability in this regard.
- 19.3 More information regarding the processing of personal data can be found in our privacy policy on the website <https://www.basworld.com/privacy-disclaimer>.

**Article 20 – Customer due diligence and sanction law and regulations**

- 20.1 As an international trader, we are obligated to comply with applicable (inter)national laws and regulations governing international financial transactions. These include the Anti-Money Laundering and Anti-Terrorist Financing Act (“Wet ter voorkoming van witwassen en financieren van terrorisme” – Wwft), sanctions legislation and tax legislation.
- 20.2 As such, we are required to conduct an investigation into the identity of the Buyer and/or origin of the funds. The manner in which the customer due diligence (“CDD”) is conducted is determined by us and may include identification of the Buyer, ultimate beneficial owners (“UBOs”), recipient(s) of the goods, and/or parties making the payment(s), and also the verification whether the aforementioned parties are sanctioned and/or hold prominent public positions.
- 20.3 During this CDD, we may request additional information and documentation from the Buyer, UBO's, recipient(s) and/or the parties making payment(s). Buyer is obliged to promptly and properly cooperate with our CDD and information requests.
- 20.4 If the Buyer does not cooperate (in time or correctly) with the CDD or if the CDD results in a high risk or suspicion of involvement in money laundering or terrorist financing or violation of sanction regulations, we are entitled to rescind our offer and/or unilaterally dissolve the agreement(s), without being obliged to pay any compensation. Any payments already received by us will be refunded by us.
- 20.5 Suspicious transactions may be reported by us to the Financial Intelligence Unit and/or other agencies charged with enforcing the relevant laws and regulations.
- 20.6 The Buyer acknowledges and agrees not to (re)sell, export or re-export the goods purchased from or via BAS World directly or indirectly to individuals, organisations, entities or countries listed on the EU sanction lists and/or the OFAC sanction lists, or for use by those individuals, organisations, entities or countries. In particular, the Buyer is prohibited from (re)selling, exporting, or re-exporting any goods supplied under or in connection with the agreement(s) with BAS World that fall within the scope of Council Regulation (EU) No. 833/2014 (consolidated), directly or indirectly, to the Russian Federation or for use in the Russian Federation.
- 20.7 The Buyer shall undertake its best efforts to ensure that the purpose of paragraph 20.6 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 20.8 The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 20.6.
- 20.9 Any violation of paragraphs 20.6, 20.7 or 20.8 shall constitute a material breach of an essential element of the agreement(s) with or via BAS World and BAS World shall be entitled to seek appropriate remedies, including, but not limited to:
- (i) termination of the agreement(s); and
  - (ii) a penalty of 50% of the total value of the agreement(s) or price of the goods exported, whichever is higher.
- The Buyer shall fully indemnify and hold harmless BAS World, its affiliates, directors, officers and employees against any and all losses, damages, liabilities, claims, fines, penalties, costs and expenses (including legal fees) arising out of or in connection with any breach by the Buyer of paragraphs 20.6, 20.7 and 20.8.
- 20.10 The Buyer shall immediately inform BAS World about any problems in applying paragraphs 20.6, 20.7 or 20.8, including any relevant activities by third parties that could frustrate the purpose of paragraph 20.6. Buyer shall make available to BAS World information concerning compliance with the obligations under paragraph 20.6, 20.7 and 20.8 within two weeks of the simple request of such information.

**Article 21 - Applicable law and competent court**

- 21.1 These General Terms and Conditions of Sale and Delivery, along with any disputes or claims arising out of or in connection with it, shall be governed by Dutch Law (excluding the United Nations Convention on contracts for the International sale of goods - CISG).
- 21.2 All disputes arising out of or in relation with these General Terms and Conditions of Sale and Delivery – and the legal relationship between Buyer and BAS World - shall exclusively be referred to the competent Dutch court “Rechtbank Oost-Brabant”, being the first instance.
- 21.3 In the event of a dispute or impending dispute, we shall always have the right to have one or more experts conduct or cause to conduct an expert examination with due observance of Article 9.8. If the Buyer is found to be in the wrong, the Buyer shall be liable for all costs in accordance with Article 7.10.