

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF BAS TRUCK CENTER B.V. (2024)

A Dutch version of these general terms and conditions will be provided by BAS Truck Center B.V. upon request.

Registered with the Chamber of Commerce of Brabant under number 16021586.

ARTICLE 1 DEFINITIONS

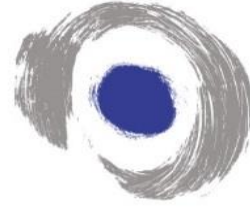
- 1.1 BAS Truck Center B.V. and its affiliated operating companies as well as its legal successors under a universal title are the users of these general terms and conditions and will hereinafter be referred to as "we" and "us".
- 1.2 "The counterparty" and/or "the client" means any (legal) person we address our offers to, as well as the party that addresses offers to us and the party that grants an assignment to us, i.e. the party we enter into an agreement with and also the party we have any legal relationship with, as well as its representative(s), authorised representative(s), assignee(s) and heir(s).
- 1.3 "Products" and/or "vehicles" means all products and/or (second-hand) vehicles, means of transport, trucks (components), parts, etc. supplied to the client under these general terms and conditions, as well as the performance of services and activities (including repair work) and/or the provision of advice by us to the client.
- 1.4 "Volvo Group" refers to AB Volvo and any company which is or becomes a subsidiary of the AB Volvo holding company, including - but not limited to - Volvo Trucks and Renault Trucks.

ARTICLE 2 APPLICABILITY

- 2.1 These general terms and conditions apply to all our offers, agreements, agreements for services (for the performance of activities by us) as well as all legal acts, deliveries and activities performed by us, including all pre-contractual situations and legal relationships to be entered into with us concerning, among other things, the sale of (second-hand) (company) vehicles, trucks, truck components, (second-hand) means of transport, parts and accessories as well as the adjustment and production of chassis and cabins, the design and production of components, carrying out repairs, maintenance and other work on the products and/or vehicles.
- 2.2 Deviations from and supplements to these terms and conditions are only binding on us if agreed upon in writing.
- 2.3 If one or more provisions of these general terms and conditions appear to be in breach of the law, the remaining provisions of these general terms and conditions shall remain in full force and effect.
- 2.4 In case of any discrepancies between the contents of the agreement concluded between the client and us and our terms and conditions, the provisions of the agreement shall prevail.
- 2.5 Where we do not always require strict adherence to these terms and conditions, this does not mean that the relevant provisions do not apply or that we would anyhow lose the right to require strict adherence of the provisions of these terms and conditions in other cases.

ARTICLE 3 OFFERS

- 3.1 All our offers and quotations are without obligation, unless they contain a deadline for acceptance, in which case the offer expires after this period.
- 3.2 Any changes and/or promises made after the offer, whether made verbally or in writing by us, shall constitute a new offer, as result of which the previous offer has expired.
- 3.3 If any acceptance by the client deviates from the offer, this shall be regarded as a new offer by the client and as a rejection of our entire offer, even if the deviation relates to minor aspects only.
- 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.



- 3.5 If we submit a quotation regarding repair or maintenance work to be carried out, such quotation shall be deemed to be an estimate only. If it appears that more hours and/or parts have been spent and used, we are entitled to charge for these.
- 3.6 All data included in publications/advertising material are subject to change and without obligation. We cannot guarantee the correctness, completeness or timeliness of such data, including (vehicle) specifications, emissions, fuel consumption, etc. The client cannot derive any rights from catalogues and other pre-printed information or any mistakes in such catalogues and information.

ARTICLE 4 CONCLUSION

- 4.1 Where applicable within our period of acceptance, an agreement is concluded at the time of receipt by us of a written acceptance of this offer and when the client makes an offer and/or grants an assignment, at the time we confirm the offer and/or the assignment in writing or upon our commencement of the performance of the assignment.
- 4.2 Any supplementary agreements, modifications and/or promises made after the agreement, whether made verbally or in writing by our staff, representatives, sales staff or other agents, are not binding, unless confirmed by us to the client in writing.
- 4.3 Orders placed through intermediaries, including agents, representatives or resellers, are only legally binding after we have confirmed them in writing. Verbal agreements and stipulations are binding only after they have been confirmed in writing by us by the persons authorised thereto.
- 4.4 If an acceptance by the client deviates from the offer, this shall be regarded as a new offer by the client and as a rejection of our entire offer, even if the deviation relates to minor aspects only.

ARTICLE 5 EXECUTION OF WORK

- 5.1 The execution of repair work is based on the complaints notified by the client. If no clear description of complaints is available, the defects identified by us will be remedied.
- 5.2 The period for the work to be carried out can only be indicated approximately and shall never be considered to be a deadline, unless expressly agreed in writing.
- 5.3 As soon as we are aware of facts and circumstances that prevent or complicate the execution of the work within the specified period, we will notify the client of the expected new period.
- 5.4 During the execution of the work, we are obliged to look after the vehicle on which the work is carried out with all due care.
- 5.5 If the client or a third party acting on its behalf transfers a vehicle in view of having work carried out, it is the responsibility of the client to transfer the vehicle in a clean condition, as well as to remove all personal belongings and any other items not forming part of the vehicle and to inform us of any freight or other factors that may pose a hazard to persons or items, or which may affect the execution of the work on the vehicle.
- 5.6 If a vehicle is received from the client for work at our site, any trailer or semi-trailer, including any freight or content, will be received, driven, towed, transported or stored at the client's risk.

The client is reminded of the relevance of making sure that its own insurance provides any required cover.

ARTICLE 6 DATA AND INFORMATION

- 6.1 We are only obliged to execute the assignment (further) if the client has provided all data and information requested by us in the form and in the manner required by us. Additional costs, loss (including loss of interest) and/or delay arising from the fact that the client did not, or did not timely or not properly, provide the requested data and information will be borne by the client.
- 6.2 The client is obliged to inform us promptly of facts and circumstances that may be relevant in relation to the performance of the assignment.
- 6.3 The client guarantees the correctness, completeness and reliability of the data and information provided to us by it or on its behalf.

ARTICLE 7 PERFORMANCE OF THE ASSIGNMENT

- 7.1 We determine the manner in which the assignment is performed and by which persons, while taking the wishes expressed by the client into account as far as possible.
- 7.2 We will carry out the work to the best of our abilities and with all due care; however, we cannot guarantee the achievement of any intended result.
- 7.3 Timeframes for the completion of work are only final deadlines if expressly agreed in writing.
- 7.4 Unless it is established that performance of the assignment is permanently impossible, the agreement cannot be dissolved by the client on the ground that a time limit has been exceeded, unless we also fail to perform the agreement in part or in full within a reasonable period imposed on us after the end of the agreed delivery time.

ARTICLE 8 PRICES

- 8.1 The prices quoted by us are net prices and are exclusive of VAT and other government charges and/or third-party charges with regard to the sale and/or delivery and/or performance of the agreement and are based on delivery from our business location, except as otherwise agreed in writing.
- 8.2 The prices quoted by us are in euros or in another currency agreed by us; any exchange differences are at the client's risk, unless otherwise agreed in writing.
- 8.3 The prices quoted by us are based on the daily and/or hourly rates and specifications applicable at the time of the conclusion of the agreement and on the performance of the agreement under normal circumstances.
- 8.4 We reserve the right to charge a proportionate price increase to the client if, after the conclusion of the contract, an increase occurs in one or more price-determining factors and/or statutory levies, including the price of the chassis, raw materials, components, transport, energy, labour costs, contributions, materials, and exchange rate fluctuations.
- 8.5 The provisions of Article 8.4 also apply if the changes to the price-determining factors referred to are the result of circumstances that were already foreseeable at the time of conclusion of the agreement.
- 8.6 If the application of Article 8.4 leads to a price increase of 20% or more and the price increase does not result from the law, the client has the right to dissolve the agreement by registered letter within one week after we have announced the increase of the agreed price.
- 8.7 If not expressly agreed otherwise in writing, delivery costs, service costs and costs for transport and shipping, etc., are never included in our price. Unless otherwise agreed in writing, the workshop rates do not include the costs of materials, parts, and any third-party costs.
- 8.8 Price increases resulting from additions and/or modifications to the agreement are for the account of the client.
- 8.9 Costs incurred as a result of the client failing to allow the performance of the agreement and/or because circumstances arise that are attributable to the client, as a consequence of which our

costs have arisen, are charged by us to the client.

ARTICLE 9 DELIVERY

- 9.1 Delivery times are determined by mutual agreement, however, delivery times and/or delivery dates specified by us will never be considered final deadlines, unless expressly otherwise agreed in writing. In the event of late delivery and/or completion, we require to be given a notice of default in writing, stating a reasonable period of time for performance. In any case, a reasonable period of time shall be the time considered reasonable in the industry.
- 9.2 If exceeding the delivery period is not attributable to us, the client cannot claim compensation or dissolution of the agreement.
- 9.3 The stated delivery dates and/or dates for completion are based on the working conditions applicable at the time of conclusion of the agreement and the timely delivery of the materials and/or parts ordered by us for the performance of the agreement.
- 9.4 The client is obliged to take receipt of the vehicle or goods to be delivered by us at the agreed time of delivery, failing which, the client shall be immediately in default. As result of which the vehicle/goods shall be stored on the client's expense and risk and all resulting costs (including the costs of delivery, storage, insurance and garaging) and damage, jointly fixed at 0,15% of the total sales value of the product and/or vehicle per week, will be charged to the client.
- 9.5 Delivery takes place EX WORKS (incoterms 2020) from our business location.
- 9.6 We are entitled to deliver in parts.
- 9.7 If the manufacturer, (importer) or supplier makes modifications or (structural) changes to a product, we reserve the right to supply the modified product, provided that the modified product has at least the same normal properties for use as the original product, and the same special properties for use if and insofar as these have been agreed in writing between us and the client.

ARTICLE 10 CANCELLATION

- 10.1 Without prejudice to our right to claim fulfilment, we may, although we are not obliged to do so, if the client wishes to cancel the agreement, dissolve the purchase agreement, in which case we will charge at least 15% of the gross sales price as cancellation compensation for the costs incurred by us. We are also entitled to set off the cancellation fee against any payments already made by the client.
- 10.2 Uncollected orders may be re-offered to the client. In that case, the invoice amount will be increased by the costs incurred, including storage costs.

ARTICLE 11 RISK AND PROHIBITION ON RESALE

- 11.1 The risk of the products and vehicles sold will transfer from us to the client at the time of delivery. In case of the sale of a vehicle, the client is obliged to insure the vehicle from the moment of delivery.
- 11.2 The ownership of the products sold will transfer from us to the client after delivery and after the client has paid the purchase price and fulfilled any further obligations towards us under the agreement.
- 11.3 During the period in which the ownership of a vehicle has not yet transferred to the client in accordance with Article 11.2 although delivery has already taken place, the client shall keep the vehicle insured under a third-party liability insurance and comprehensive insurance, and it is not permitted to alienate the vehicle, encumber, pledge, rent, lend or otherwise provide the vehicle to third parties or to provide it to third parties as a security. The client will indemnify us against third-party claims on the vehicle during the aforementioned period.
- 11.4 The vehicles offered for repair by the client must be delivered to us. The transport of these vehicles takes place at the expense and risk of the client.
- 11.5 The vehicles to which works are performed by us at the request of the client are located at or in the vicinity of our sites at the risk of the client. The client states that it or the party entitled has, in

respect of the vehicle concerned, made sure that the vehicle is adequately insured – even when it is located in the vicinity of our premises – both under the statutory liability for motor vehicles and for damage, theft and other forms of pecuniary disadvantage in relation to the vehicle. The client indemnifies us against all claims of third parties in this respect.

11.6 The client shall not be engaged in reselling and shall not represent itself as an (authorised) reseller of new Volvo/Renault vehicles and/or party.

This means, in particular, that all new vehicles are sold by us under the express condition that the client will not resell the vehicle for commercial reasons in new condition, nor enter into a lease agreement providing for a transfer of ownership or an option to purchase the vehicle before the expiry of the agreement, and that would enable the lessee to purchase the vehicle and/or the part at any time, including when the vehicle and/or the part is still new.

11.7 If the client is a genuine bodywork builder who has permission from Volvo to sell on the new Volvo/Renault vehicle, it may do this after installing a superstructure with significant value.

11.8 If the client is an independent repairer, it may sell on new parts in the context of its use of these parts for the repair or servicing of a vehicle.

ARTICLE 12 PAYMENT

12.1 Unless otherwise agreed in writing, payment is made before the time of delivery. If work has to be carried out, payment is made by the client within 30 days after the invoice date. This period shall be considered to be a deadline, on expiry of which the client is in default. The client is not allowed to suspend or offset its payment against any claims that the client claims to have on us.

12.2 The client hereby undertakes in respect of us, to pay us at our first request by supplying the goods to be indicated by us, including the items delivered by us to the client (transfer in lieu of payment pursuant to Book 6, article 45 of the Dutch Civil Code).

12.3 In the event of failure of payment within the period referred to in Article 12.1, an interest shall be payable pursuant to Book 6, article 119a in conjunction with Book 6, article 120 of the Dutch Civil Code, or the statutory interest if this is higher, whereby part of the month applies as a full month, commencing on the first day following the expiry of the term of payment referred to in Article 12.1.

12.4 In the absence of (timely) payment within the period referred to in Article 12.1, we reserve the right to increase the amount payable by the client by the judicial and extrajudicial collection costs. The extrajudicial collection costs shall be set at 15% of the amount due, with a minimum of € 250.

12.5 If payment is not made in a timely manner, all of the client's payment obligations, whether or not already invoiced, shall immediately be due and payable. If the payment term is exceeded, the client is in default without a payment reminder.

12.6 Payments made by the client at all times serve to settle all interest and costs due and subsequently to settle the claims arising from the agreement which have been due and payable longest, even if the client mentions that the payment is intended for the settlement of another claim.

12.7 Any payment discounts agreed in writing lapse if the payments have not been received within the agreed payment term.

12.8 The client is not entitled to refuse or suspend the fulfilment of its payment obligation on the basis of alleged defects in the products/services and for any other reason whatsoever, unless the defect is acknowledged by us as such. In that case, the client is entitled to suspend a payment of up to 15% of the amount owed for the product concerned until the defect has been remedied.

12.9 BAS Truck Center B.V. and its affiliated companies including BAS Lease B.V. (CoC no. 16077239), BAS Rent B.V. (CoC no. 17215693), BAS World B.V. (CoC no. 17103220), FleetcareXL B.V. (CoC no. 56198957), BAS Mining Trucks B.V. (CoC no. 17266443), BAS Parts & Tyres B.V. (CoC no. 17221169), We Build Specials B.V. (CoC no. 86539868) and BTS GmbH & Co. KG (HRA no. 17922), are entitled to offset any claims that we owe to the client with claims that the client owes to us, and to invoke a right of suspension with regard

to (one or more of) such claim(s), also if this such claim(s) arises from another agreement and/or legal relationship. BAS Truck Center and its affiliated companies, including but not limited to the aforementioned companies, and the client agree (if necessary as a third party clause) that the right to offset has been extended and that therefore reciprocity is not necessary for the offsetting of claims.

12.10 In the event of liquidation, insolvency, bankruptcy or moratorium on the part of the client, the claims, for whatever reason (including those of the parties referred to in Article 12.9), shall be immediately due and payable by the client.

12.11 We are at all times entitled to require an advance payment of the amount owed by the client and/or to require the client to ensure fulfilment of all its obligations, to cooperate, at first request, in providing adequate security, including but not limited to an irrevocable and unconditional bank guarantee issued by an accredited banking institution and/or to provide a right of lien and/or security and/or issue a declaration of assumption of joint and several liability. If such security is not forthcoming, we are entitled to suspend performance of the agreement or terminate the agreement immediately, without prejudice to our right to terminate the agreement in accordance with the provisions of Article 19.

12.12 If the client has not complied with a request referred to in Article 12.11 within fourteen days after a written demand to that effect, all its obligations will immediately become due and payable.

ARTICLE 13 SUSPENSION AND RIGHT OF RETENTION

13.1 We are entitled to suspend our performance (including future partial deliveries) if the client fails to fulfil one or more of its obligations or if any circumstances that we have become aware of give us good grounds to fear that the client will not fulfil its obligations, except for mandatory legal provisions to the contrary.

13.2 We may exercise the right of retention on all matters of the client to which the performance of the agreement relates and which we actually are in possession of under the agreement, if the client wholly or partly fails to fulfil the obligations related to the performance of the agreement, or other agreements concluded with the client.

13.3 We are entitled to claim the damage (including lost interest) we have suffered and the costs we have had to incur in relation to the care of the matters which we actually are in possession of, from the client.

ARTICLE 14 COMPLAINTS

14.1 Any complaints relating to vehicles supplied by us (including quality and/or size) as well as to work carried out and invoice amounts, must be submitted to us in writing with an accurate specification of the facts to which the complaints relate, within 8 working days after receipt of the vehicle, after completion of the work, or after receipt of the invoice respectively. In the absence of such notification, the client is deemed to have approved and accepted the delivered goods without any reservation. The right to complain lapses by the (continued) use of the delivered goods.

14.2 For other complaints, the client must submit its complaint to us in writing within 8 working days after it discovers or should have discovered the defect, demonstrating that it could not reasonably have discovered the defect earlier. Complaints in respect of defects discovered can no longer be submitted after the expiry of the warranty period and, in the event of a lack of clarity about this, after the end of one year upon delivery.

14.3 Minor deviations or deviations that are customary in the industry and deviations in quality, number, size or finishing, as well as differences in the execution of the work, shall not form grounds for complaints.

14.4 Complaints relating to certain products or with respect to certain activities shall be without prejudice to any of the client's obligations with respect to other products or parts of the agreement.

14.5 The products that have been complained about can only be

returned if we agree to this in writing. Products that are tailor-made by us at the request of the client cannot be returned unless we agree to this in writing. We reserve the right to charge the return costs to the client.

- 14.6 Any complaints concerning defects will not be allowed if the products have been processed, or if these defects have not been reported within the above-mentioned time frames.
- 14.7 We shall be given the opportunity to inspect the products after the complaint is submitted, in which the client shall provide its full cooperation. Complaints in respect of products that cannot be inspected by us cannot be submitted.
- 14.8 The client can, in respect of us, not assert any claims regarding defects of products as long as the client has any obligation towards us that has not yet been fulfilled, even if such obligation is not the equivalent of the complaint.

ARTICLE 15 WARRANTY

- 15.1 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 client should assess itself whether or not the vehicles 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.
- 15.2 If and insofar as the quality of the products to be delivered has not expressly been agreed, the client may only lay claim to the quality that is customary in the industry.
- 15.3 The parts and/or materials replaced or left behind after work is performed or commissioned on the vehicle or object become our property, unless the parties agree otherwise in writing. In that case, the client must take receipt of these parts and/or materials immediately after the delivery or completion of the vehicle or object.
- 15.4 New vehicles, spare parts and accessories shall only be subject to the warranty provided by the manufacturer, importer and other suppliers. These warranties can be modified from time to time. We (and where necessary Volvo Group) provide no warranty whatsoever, explicitly or implicitly, in addition to what is stated in the applicable warranty document. Insofar as permitted by law, we (and where necessary Volvo Group) exclude all conditions, warranties and provisions which would continue to exist, explicitly or implicitly, legally, according to custom or otherwise, in the absence of such an exclusion. At the sale of vehicles, parts, accessories or other products we will provide copies of relevant warranties and draw these to the client's attention. We will also provide the client with the warranty documents on request.
- 15.5 For used vehicles, a warranty is only provided if and as stipulated in the agreement.
- 15.6 No warranty is provided on used parts and accessories.
- 15.7 We warrant the skilful execution of the agreed work for a period of 3 months up to a maximum of 25,000 kilometres, from the moment the vehicle has been provided to the client after execution of the work.
- 15.8 We explicitly do not provide any warranty on products and services that the client obtains from third parties, such as bodywork builders and other (construction) partners. We advise the client to inquire with these third parties as to the conditions and warranty they apply and offer.
- 15.9 Notwithstanding the foregoing, the warranty for performed works which we have a third party carry out in connection with the performance of the agreement is limited to the warranty that we can claim from such third party.
- 15.10 The warranty claims lapse if:
 - a. We are not given the opportunity to remedy the defects;
 - b. Third parties have, without our prior knowledge or consent, carried out work related to the (the remedying of the) defect, with respect to which the warranty is invoked;
 - c. In case of improper use of the vehicle, including:
 - use for purposes other than normal use;
 - overloading
 - modifications to software (settings) with which the vehicle has

been equipped if these are not permitted or supported by the law and/or the manufacturer;

- use of wrong fuels and lubricants;
 - maintenance other than prescribed by us or the manufacturer of the vehicle;
 - incompetent driving, use and/or maintenance;
 - accident, insufficient maintenance.
- d. If modifications have been made to the vehicle by or on behalf of the client, unless this has been done in full accordance with our written instruction or after written consent has been obtained from us;
 - e. The client fails to fulfil the agreed payment obligations or its other obligations under the agreement.
- 15.11 The warranty on work is limited to the re-execution at our expense of the original work carried out by us. The travel and/or transport costs to be incurred by us in relation to the execution of warranty work shall be borne by the client. If we are of the opinion that the assignment has not been properly carried out and/or the delivered goods do not perform properly, we will – at our discretion – repair or replace the goods, rectify the shortcoming, or apply a reasonable price reduction.
 - 15.12 The warranty work carried out on the basis of this article shall be re-warranted under the same conditions.
 - 15.13 The following items are excluded from the warranty:
 - emergency repairs;
 - defects in materials or parts prescribed or made available by the client;
 - defects resulting from the designs, drawings, constructions or procedures provided by the client or advice given by the client;
 - deviations in colour or quality of the polish which are considered permissible in the industry or that cannot be avoided.

ARTICLE 16 DAMAGE ASSESSMENT

- 16.1 If we have conducted a damage assessment on behalf of the client, the client shall be obliged to pay all related costs to us unless the client commissions us to repair the defect in question or the client purchases a new vehicle with us following the assessment.

ARTICLE 17 SALE WITH EXCHANGE

- 17.1 If, in the event of the sale of a vehicle in exchange for a used vehicle, the client continues to use the vehicle to be exchanged in anticipation of the delivery, the client shall be obliged to look after the vehicle with all due care.
- 17.2 The ownership of the vehicle to be exchanged will only transfer to us at the moment we obtain the actual possession of this vehicle.
- 17.3 During the use referred to in paragraph 1 of this article, the risk for the vehicle shall be borne by the client and all costs incurred, particularly of maintenance, reduction in value and any damage caused by any cause whatsoever, also as a result of loss, including the situation that the valid complete vehicle registration certificate and/or certificate of registry, any other official documents and the complete set of keys are not or cannot be handed in, shall be borne by the client.
- 17.4 If, in our opinion, at the time it is actually made available to us, the vehicle to be exchanged is no longer in the same condition as it was at the time the agreement was concluded, we are entitled to refuse the exchange and require payment of the agreed purchase price of the vehicle, or to re-value the vehicle to be exchanged and consider the actual value of the vehicle at such time.
- 17.5 If, in our opinion, the vehicle to be exchanged has defects which could only be found after the vehicle had effectively been supplied while according to objective measures it is an established fact that those defects were already present at the time of the conclusion of the agreement, the client shall compensate us for the resulting loss. In this context, loss is taken to include the reduced value.

ARTICLE 18 RETENTION OF TITLE

- 18.1 Notwithstanding the actual delivery, the ownership of the products and/or vehicles shall pass to the client only after it has fulfilled all our claims concerning the consideration for the

products delivered or to be delivered by us to the client under this agreement or under any similar agreement, and/or the work also carried out or to be carried out for the benefit of the client under any similar agreement, as well as in respect of the claims regarding default in the performance of such agreements.

- 18.2 During the period that the ownership of a vehicle has not yet passed to the client in accordance with the provisions of paragraph 1 of this article but actual delivery has already taken place, the client must maintain a third-party liability insurance and a comprehensive insurance for the vehicle and will not be allowed to alienate the vehicle, or encumber, pledge, rent, lend or otherwise provide the vehicle to third parties or to transfer the vehicle to third parties as a security. If the vehicle is sold or transferred to a third party, the claim arising from the resale of the vehicle in respect of the third-party purchaser shall be secured through an undisclosed pledge in advance on our behalf, and the client hereby undertakes to cooperate in any registration thereof. In the event of accession and/or specification of products delivered and/or manufactured, a lien is established on the product of which our product has become a constituent. The client will indemnify us against third-party claims on the vehicle during the aforementioned period.
- 18.3 During the period referred to in paragraph 2, the client is obliged to return the products and/or sold vehicles to us in a good state of repair at our first request. If the client fails to fulfil its payment obligations towards us or if we have good grounds to fear that it will fail to fulfil its obligations, we are entitled to take back the products delivered under retention of title at the expense of the client.
- 18.4 The client is obliged to keep the products delivered under retention of title with all due care and recognisable as our property.

ARTICLE 19 DISSOLUTION

- 19.1 If, despite a demand stating a reasonable time limit, the client fails to fulfil any (payment) obligation resulting from any agreement concluded with us, or fails to fulfil them properly or in good time, as well as in the event of a suspension of payment, application for or granting of a moratorium, bankruptcy, guardianship order or liquidation of the client's company, we are entitled to dissolve the agreement or part thereof, without notice of default and without judicial intervention. Furthermore, we shall be entitled to charge the other party a cancellation fee of at least 15% of the total sales price to compensate for the costs incurred by us. We shall also be entitled to set off the cancellation fee against any (advance) payments already made by the other party.
- 19.2 The dissolution causes any existing claims to become immediately due and payable. The client is liable for the damage suffered by us, including interest and lost profits.
- 19.3 If the situations described in the provisions of paragraph 1 arise and the client enjoys an advantage that it would not have had in the case of proper performance, we are entitled to compensation for our damage to the amount of the value of this benefit.
- 19.4 Except insofar as provided for in these general terms and conditions and the agreement, the parties waive the right to (cause to) terminate the agreement with us in whole or in part.
- 19.5 As far as legally possible, the parties moreover waive the right to (cause to) annul the agreement concluded with us in whole or in part or to claim a change in the consequences thereof in a court of law.

ARTICLE 20 FORCE MAJEURE

- 20.1 If a force-majeure situation delays or prevents the execution of the agreement, both we and the client are entitled to dissolve the agreement in writing, without the other party being entitled to any claim for compensation.
- 20.2 Force majeure on our part includes any circumstance arisen beyond our control, preventing or delaying the normal performance of the agreement. In any case, the following situations apply as such circumstances resulting in force majeure:
- if the production or supply of a particular item is discontinued or delayed;

- if we have sold the client a vehicle that is to be exchanged, and this vehicle cannot be delivered to the client due to circumstances we are not responsible for;
- loss, damage and/or delay during and caused by transport, extreme sickness absenteeism by staff, actions/measures at the customs, including (temporary) closure of certain geographical areas, fire, theft, and other severe disruptions in our company or at our supplier.
- fire, lightning strike, explosion, escape of hazardous substances of gasses;
- a circumstance, measure, consequence or other cause, whether or not it is foreseeable, which is directly or indirectly the result of or related to an outbreak of an infectious disease;
- war or a similar situation, riot, sabotage.

ARTICLE 21 LIABILITY

- 21.1 Except for intent or deliberate recklessness on our part or that of our managers (including managerial subordinates), our liability is limited to our warranty obligations as defined in Article 15 and we shall not be liable for any damage whatsoever, irrespective of whether that claim is based on a contract concluded with us, tort or otherwise.
- 21.2 If we are liable for damage, our liability shall at all times be limited to direct damage to goods or persons and never extend to any business damage or other consequential damage, including loss of income.
- 21.3 If we are liable for damage, our liability shall furthermore be limited to the price paid by the client for the product or to an amount paid by the client for the assignment, up to the current market value of the vehicle concerned.
- 21.4 If we believe there are reasons that prompt us not to apply the clauses set out in this article, our liability shall at all times be limited to such damage and to no more than the amount we are insured for or, given the practice customary in the industry, reasonably could have been insured for.
- 21.5 Any claim for compensation for damage and/or repair of the shortcoming and/or replacement of the item, on whatever account, shall expire at the earliest of the following times: if notification is not made in time or one year after delivery, installation or completion.
- 21.6 The client is obliged to indemnify us and hold us harmless in respect of all claims by third parties for compensation of damage, costs or expenses for which our liability in these terms and conditions and/or the agreement(s) is excluded in respect of the client.
- 21.7 We shall never be liable for damage caused by work related to the products that are not part of our normal work and which work is carried out by us by way of service at the explicit request of the client. This work is done at the expense and risk of the client. Nor are we liable for damage resulting from inaccuracies in free advice.
- 21.8 We are, except insofar as determined in clauses 5.5 and 5.6, liable for the goods handed over to us by the client and we are in possession of, irrespective of any outside cause and regardless of whether the damage or loss arises during the period that we have these goods in our possession pursuant to an agreement, only to the extent that the respective insurer compensates the damage in question. An 'outside cause' does not include the processing of goods.
- 21.9 If this agreement concerns matters that we purchase or have purchased from third parties, our responsibility and/or liability is limited to the amount for which the supplier is responsible and/or liable in respect of us. This provision only applies insofar as the application of this provision is more favourable to the client than the application of the above provisions.
- 21.10 We are not obliged to offer the client replacement transport or to organise the transport of the transported items, nor does the client have a right to reimbursement of the costs of replacement transport.

ARTICLE 22 RECALLS

- 22.1 If we are informed of a defect in a vehicle or new part delivered by us, which leads to a so-called recall action by the manufacturer/importer, we shall immediately notify the client in writing. If the client does not immediately contact us after the written notification, all possible claims of the client on that account can lapse. This means that neither we nor the manufacturer/importer are liable for the damage suffered and to be suffered by the client as a result, which explicitly includes, but is not limited to, any consequential damage.

ARTICLE 23 INTELLECTUAL PROPERTY RIGHTS

- 23.1 All intellectual property rights and/or rights in respect of intellectual products that we develop or use in the performance of the assignment, including advice, procedures, (model) contracts, systems, system designs etc. accrue to us, to the extent they do not already accrue to third parties.
- 23.2 Except with our explicit prior consent, the client is not permitted to reproduce, disclose or exploit the intellectual products or the recording thereof in data, whether or not together with or by engaging third parties.

ARTICLE 24 ELECTRIC POWERTRAIN

- 24.1 If the vehicle operates with an electric powertrain, any intervention on the vehicle, including breakdown assistance, requires special and mandatory permits or accreditations, the use of specific personal protective equipment and the consignment of the vehicle. The warning notices in the vehicle, or as provided by Volvo from time to time, must be observed, including the labels and instructions contained in the user manual/handbook. These instructions must be followed by the user on his own responsibility. The driver and third parties who may come into contact with the vehicle should be informed about the characteristics of electric vehicles and the associated safety instructions. Electrical permits or accreditations, training and safety instructions are crucial for operating and/or working on the vehicle. The client remains solely responsible for the conformity of the electrical system used to charge the vehicle. Volvo cannot be held liable for the client's failure to take these training courses, obtain specific permits or accreditations, and ensure the conformity of the installations and systems required by applicable legislation. For questions relating to electrical safety, the client is advised to contact a repairer with sufficient competence in the matter. The Dealer Locator [<https://www.volvotrucks.nl/nl-nl/tools/dealer-locator.html>] contains a list of authorised Volvo Truck repairers certified for the servicing and repair of electric vehicles.
- 24.2 Disclaimer with regard to vehicles with electric powertrains (also included in the ERS manual): we suggest the required battery capacity based on key information such as the vehicle and body specification, the route/operating cycle you have given us and the climate to predict the effective range of the vehicle during a typical lifespan. A number of assumptions have been made in the calculation that are intended to mimic a typical usage pattern. However, as with all vehicles, the actual range is affected by the conditions in which the vehicle is used, including but not limited to payload, the route travelled, the driver's driving style, the weather and the use of important electrical systems such as lighting, cabin heating and equipment mounted on the bodywork. While Volvo Truck Corporation, members of the AB Volvo Group and its authorised network make every effort to ensure the accuracy of the recommendations, we accept no liability for the vehicle not achieving the predicted range.

ARTICLE 25 DATA PROCESSING

- 25.1 The data of the client is processed by us and recorded in our systems. We are moreover entitled to provide this information to third parties. Where the processing of personal data is concerned, it concerns processing operations within the meaning of the "Algemene Verordening Gegevensbescherming". Personal data is only provided to third parties where necessary for providing the

service or where there is a legal obligation to do so. Arrangements have been made with third parties to ensure that this data is not used for other purposes. Such processing operations enable us to execute the agreement, fulfil the guarantee obligations towards the client, and provide the best possible service, provide the client with product information and personalised offers in a timely manner. If it concerns the processing of personal data for the purpose of direct mailing, any of the client's objections that we have been informed of will be accepted.

- 25.2 The client is aware that vehicles manufactured, supplied or marketed by a Volvo Group company and (other) vehicles sold by us are or may be equipped with software and/or information systems which may collect and store information about the vehicle, including but not limited to information about the condition and performance of the vehicle and information about the operation of the vehicle (together the "Vehicle Data"). The client agrees not to interfere with the operation of the Information System in any way. The client expressly allows this information to be provided to the manufacturer of the vehicle and its affiliated companies for purposes of promotion, product development, aftersales and fault detection. Notwithstanding termination or expiry of the agreement, the client acknowledges and accepts that Volvo Group: (i) may access the Information Systems at any time (including remote access); (ii) may collect the Vehicle Data; (iii) may store the Vehicle Data on Volvo Group systems; (iv) may use the Vehicle Data to provide services to the client, as well as for its own internal and other reasonable business purposes; and (v) may share the Vehicle Data within the Volvo Group and with selected third parties. The manufacturer will not disseminate this information to non-affiliated companies without the client's consent, unless the manufacturer is legally obliged to do so. The client shall ensure that, prior to the use of the vehicle, the drivers are aware of the existence of the software and/or information systems and/or obtain their approval for the use of the information stored by these systems, in accordance with the law. The client shall ensure that, prior to using the vehicle, drivers are aware of the existence of the software and/or information systems and/or obtain their approval for the use of the information that these systems store in accordance with the law. The client shall ensure that any driver or any other person authorised by the client to drive the vehicle: (i) is aware that personal data relating to them may be collected, stored, used, shared or otherwise processed by Volvo Group; and (ii) is referred to or provided with a copy of the applicable Volvo Group Privacy Statement (available at <https://www.volvogroup.com/en-en/privacy.html>). Within the framework of the product development, the client agrees that the parameters on the vehicle can be remotely updated by the manufacturer. The client ensures that any new owner or user of the vehicle accepts the provisions of paragraph 2 of this article as if this new owner or user himself were the client.
- 25.3 The client agrees to notify Volvo Group in writing if it sells the vehicle or otherwise transfers ownership to a third party.
- 25.4 The client acknowledges that the data management agreement, which is attached to the purchase agreement and is available on the following website: <http://tsadp.volvotrucks.com/>, forms an integral part of the sales agreement and agrees that the provisions of that agreement apply to any data processing under this purchase agreement.
- 25.5 We will pass on the personal data of the client or of the driver of the vehicle specified by the client to the Dutch National Vehicle and Driver Licence Registration Authority (RDW), which in turn will pass it on to Stichting Rai Data Centre (RDC). RDC will include this data in the central database of the automotive sector in the Netherlands. The data in the central database is used by RDC to send the notices for the periodic inspection and for recall actions by the manufacturer or the importer. If the client does not wish to be included in RDC's records, RDC can be notified in writing, Postbus 74707, 1070 BS in Amsterdam.

- 25.6 The client hereby authorises us and any relevant company forming part of the Volvo Group and the selected third parties to use or process the data referred to in this article for the purposes referred to in this article.
- 25.7 Further information about the processing of personal data can be found in our privacy policy on the website <http://www.bastruckcenter.com/privacy>.

ARTICLE 26 TRADE CONTROL, SANCTIONS LAW

- 26.1 The client undertakes to register any new vehicle purchased under a (purchase) agreement concluded with us in the Netherlands or elsewhere in the EEA, Switzerland or the United Kingdom and not to resell it during the retention period. "Retention period" means a period of at least 6 months from: (i) the date of handover of the vehicle (issuing of the technical acceptance report) or (ii) from the date the vehicle is first used, whichever is later.
- 26.2 The client is aware that applicable export control and sanctions legislation prohibits the supply of vehicles to sanctioned persons or countries. Without prejudice to the client's obligations set out in articles 26.1, 11.6, 11.7 and 11.8 above and article 26.3 below, (i) the client undertakes not to supply any vehicles to any person or country where such supply may contravene or otherwise cause us or Volvo Group to contravene any applicable export control and sanctions legislation; (ii) the client undertakes not to knowingly or intentionally enable such supply by supplying the vehicle to a third party; (iii) the client guarantees and confirms that the vehicles purchased under this agreement will not be used by the client or any of its affiliates, officers, directors, employees or others acting for or on its behalf in a manner that may breach or otherwise cause us to breach applicable export control and sanctions legislation; and (iv) the client guarantees that neither it nor any of its owners, officers, management, shareholders or ultimate beneficiaries is on any sanctions list of the European Union or any of its Member States, the United States, the United Nations, the United Kingdom or another organisation or state. The client is also obliged to notify both us and Volvo Group without delay if at any time, including after the conclusion of the agreement, it can no longer fulfil the guarantees set out here at point iv.
- 26.3 Notwithstanding any applicable export control and sanctions laws and regulations and without prejudice to the obligations of the client as set out in articles 11.6, 11.7 and 11.8, 26.1 and 26.2 above, the client warrants and confirms that (i) none of the vehicles to be purchased from us under this agreement are intended for use in Russia, Belarus or Ukrainian territory not controlled by the government or to be exported to Russia, Belarus or Ukrainian territory not controlled by the government; and (ii) none of the vehicles to be supplied under this agreement will be used by any natural or legal person, entity or authority in Russia or Belarus.
- 26.4 If the client breaches any of the obligations or guarantees mentioned in articles 11.6, 11.7, 11.8, 26.1, 26.2 or 26.3, the client undertakes to pay to us a contractual penalty not subject to judicial mitigation in the amount of EUR 25,000. This penalty is payable on the date of notification of the detected breach for any vehicle used, resold or leased by the client in breach of the above articles. Insofar as the actual damages exceed the amount of the contractual penalty, we reserve the right to claim damages from the client. This means, among other things, but not exclusively, that any fines imposed on us or Volvo Group for prohibited conduct by the client will be charged on to the client in full.
- 26.5 Without prejudice to the above, the Client shall not: sell, supply, export, re-export, transfer (within the country) or re-transfer any Volvo Group products or services or related goods, software, technology, technical data or services received from us under any agreement entered into with us without all necessary government permits and/or other authorisations to do so.
- 26.6 If the client breaches the obligations set out in this article 26 and articles 11.6, 11.7 and 11.8, we may, without any further obligation, dissolve the agreement in full or in part (and any other purchase agreements concluded with the client) without any further notice of default being required. In such a case, we are allowed to refuse

further delivery of products or services without the client being entitled to compensation. The dissolution of the agreement invoked by us does not discharge the client from paying the costs, contractual penalties and damages incurred by us as referred to in article 26.4 above.

ARTICLE 27 APPLICABLE LAW AND COMPETENT COURT

- 27.1 The provisions of the Vienna Sales Convention do not apply, nor do any (future) international rules on the sale of moveable property, the effect of which may be excluded by the parties.
- 27.2 All agreements to which these general terms and conditions apply in whole or in part are governed by Dutch law.
- 27.3 All disputes arising from or related to the agreement shall only be submitted to the competent court in the district of our place of business, insofar as this is not contrary to mandatory provisions, unless we, as claimant or applicant, opt for the competent court of the client's place of residence or place of business.
- 27.4 In the event of an (imminent) dispute, we are entitled to (have one or more experts) conduct an expert's assessment at the client.