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These general sales, delivery and payment conditions have been filed with the Chamber of Commerce Netherlands on July 30th, 2024, under number 69429758.

GENERAL SALES, DELIVERY AND PAYMENT CONDITIONS

Of: the private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) GTE Group B.V., registered in the trade register of the Chamber of Commerce Netherlands under number 69429758, and the following participations:

- **Van Vliet Automotive Distribution B.V. (registration number 77347633);**
- **Van Vliet Automotive Trading B.V. (registration number 69431213);**
- **pk trucks B.V. (registration number 20075108);**
- **GTE TechSupport B.V. (registration number 69431256).**

Together to be referred to as: "GTE".

Article 1 - General

- 1.1. These conditions shall apply to all offers, orders, assignments, agreements for purchase/sale of goods and any other legal relationships (including negotiations regarding such agreements) with GTE, with registered office in Nieuwerkerk aan den IJssel, insofar as not stipulated otherwise in the offer or agreement. These terms can be quoted as AVW – GTE.
- 1.2. Deviations from these conditions and/or additional provisions are only valid and binding to GTE if these have been expressly confirmed in writing by GTE, and shall only be valid for that specific case or that specific agreement.
- 1.3. The applicability of the general terms and conditions of the other Party is hereby expressly rejected. All following agreements between GTE and the other Party are subject to these terms and conditions, regardless of whether or not these have been explicitly declared applicable in such a following agreement and whether or not the conditions were made available on the signing of the following agreement(s).
- 1.4. The rights and obligations arising from agreements between GTE and client may not be transferred by client to third parties, except with the written consent of GTE.
- 1.5. The provisions of section 1 title 7 of book 7 Dutch Civil Code (assignment), with the exception of Article 7:406 and 7:412 shall not apply to legal relationships with GTE, unless otherwise specifically provided in the agreement or in these conditions.
- 1.6. If one or more provisions in these general terms and conditions are void or voided, the other provisions shall remain fully applicable.
- 1.7. In the event of contradictions between these general terms and conditions and the general purchasing and other conditions of the other Party, these conditions shall prevail.

Article 2 - Offer

- 2.1. All offers shall be without obligation and are based on performance of the agreement under normal conditions and during normal working hours according to the information supplied by client, unless explicitly indicated otherwise.
- 2.2. All offers shall be valid for a period of 30 days, unless otherwise agreed in writing. An offer which contains a time-limit may nevertheless be revoked by GTE, even after receipt of the order or confirmation, provided this is done within 5 working days.
- 2.3. Specifications of weight, speed, fuel or energy consumption, emissions, etc. shall always be by approximation, but not binding for GTE. Samples, models, demos and images are only provided as an indication. GTE is never bound by the content of brochures and technical specifications of manufacturers and by specifications compiled by GTE. GTE at all times reserves the right to make changes in the implementation and/or technical specifications by the manufacturer without the relevant other Party being able to assert any rights against GTE.

- 2.4. Order or factory numbers in an offer, order confirmation or letters are only indications for internal use by GTE. The other Party cannot derive any rights or claims from these numbers, in whatever name or any form they are used.
- 2.5. Prices in offers are - unless specifically stated otherwise - in Euros, excluding VAT and any other government levies, fees, taxes, as well as excluding storage, shipping and possible transport, repair, travel, assembly and packaging costs, unless the Parties to the Agreement have explicitly agreed otherwise. Delivery takes place on the basis of "EXW (Ex-Works) Nieuwerkerk aan den IJssel", unless expressly agreed otherwise.
- 2.6. If GTE is responsible for the dispatch of the goods sold, GTE will separately invoice the other Party for the transport and packaging costs.
- 2.7. A compound quote does not require GTE to perform part of the order against the corresponding part of the total price.
- 2.8. Offers and quotes shall not apply to repeating orders.

Article 3 - Conclusion of the Agreement

- 3.1. The Agreement is concluded, if the offer is without obligation, at the time the offer is accepted in writing by the other Party. However, GTE reserves the right to cancel the Agreement - without giving any reason - within 5 working days after receipt of the written acceptance, without GTE being held to any obligation whatsoever.
- 3.2. In the event an agreement between GTE and client is concluded electronically, GTE is not obliged to confirm the receipt of the statements of client and client is not allowed to dissolve the agreement based on the absence of such a confirmation of receipt.
- 3.3. The Agreement is concluded, if the offer is irrevocable, at the time of receipt of the written acceptance by the other Party within the designated time limit.
- 3.4. Client's orders are deemed irrevocable. Cancellation or amendment of an order is only possible with GTE's written consent and to the extent this can reasonably be expected from GTE and provided client pays cancellation costs in the minimum amount of 25% for tractor heads or bare chassis and 50% for built up trucks, of the invoice (excluding VAT). If client's request for amendment or additions, which imposes additional costs on GTE, GTE is entitled to charge these costs in full to client. In that case, GTE is also entitled to set a new delivery date. Cancellation of an order specifically made, adjusted, designed or loaded for client (e.g., stacking) or of specific services rendered at client's request is not possible and cancellation fee will be 100% of invoice.
- 3.5. GTE is entitled to terminate negotiations with client at any time and/or to refuse acceptance of an order in whole or in part, whether the order is made electronically or in writing, within 5 working days after receipt of the order, without becoming liable to pay costs and/or damages to client and without having to state any reason.

- 3.6. All quotations, advertisements, pictures and other descriptions are made with care, but GTE does not warrant that there will be no deviations, for example regarding color. If client proves that the goods delivered deviate from the indications made by GTE to such an extent that it can reasonably be no longer required from client to take delivery of these goods, client is entitled to request delivery of lacking parts or rescind the agreement to the extent justified by the deviation.
- 3.7. GTE is not obliged to verify whether the order, information and documents provided by client are correct. Failure or delay by GTE in the performance of its obligations due to incorrect or incomplete information provided by client cannot be attributed to GTE. Client is liable for the costs and damage resulting from incorrect or incomplete information.
- 3.8. If the acceptance by the other Party differs from the offer made, this shall constitute a new offer by the other Party, and as the rejection of the complete offer by GTE, even if the differences are only minor. The Agreement is not concluded in accordance to the said deviating acceptance unless GTE has expressly agreed otherwise in writing.
- 3.9. If the other Party makes an offer and/or gives an assignment, acceptance is only affected if GTE accepts this offer and/or this assignment in writing, or when GTE has started the implementation of the assignment.
- 3.10. The description of the delivery in the offer by GTE accepted by the other Party or in the order confirmation and/or invoice by GTE at all times prevails above the description in any request for a quote or order confirmation by the other Party, which therefore does not bind GTE.
- 3.11. By oral agreement, the invoice is deemed to be a correct and complete reflection of the Agreement, unless the other Party submits proof to the contrary. Claims should be submitted within 5 working days of the invoice date, in the absence of which the other Party loses any rights to dispute the invoice and the right to submit proof to the contrary.
- 3.12. Any risks for the proper transmission of telegraphic, fax, telephone and digital orders/assignments are for the other Party. Fulfilment of orders/assignments placed, as well as the related costs, even if these prove to be had been passed on incorrectly later, shall be for the account and at the expense of the other Party.
- 3.13. Staff members who have no explicit written mandate, are not authorized to conclude an Agreement on behalf of GTE.
- 3.14. If a natural person enters into an Agreement on behalf of or for the account of another natural person or legal entity, he declares to be authorized to do so and to be responsible for his powers of representation. In the absence of the power of representation, this person is held liable to compensate GTE for all damage resulting from unauthorized actions on behalf of the other natural person and/or legal entity, unless and insofar as that other natural person and/or legal entity ratifies and fulfils the Agreement.

Article 4 - Client information and obtaining licenses

- 4.1. The other Party is at all times completely and independently responsible for the accuracy and completeness of the data, drawings, calculations and designs specified in the application or in the supplement thereto. GTE shall base the offer on the information provided by the other Party and is never obliged to carry out independent research into the correctness and completeness of that information.
- 4.2. The other Party is at all times responsible for obtaining the required import or export permits, as well as for the acquisition of the permits necessary for the use of the goods delivered by GTE at the place or in the country of establishment of the other Party.
- 4.3. The other Party is at all times obliged to submit to GTE all vital information on the other Party (legal entity), such as registered address and office address, memoranda of association, entries in registers and all data relating to vital documents of the natural person(s) who have any form of interest in the other Party (legal person) or who have the actual control of that Party, or to provide any other documentary evidence to GTE which GTE is required to request from the other Party under the rules in force.

Article 5 - Fulfilment of the Agreement/Assembly/Installation

- 5.1. GTE shall fulfil the Agreement to the best of its knowledge and capacity and in accordance with the requirements of good engineering practice, all this on the basis of the current state of science and technology available in the Netherlands. Unless explicitly agreed otherwise, GTE is not obliged to take foreign (public) requirements into account.
- 5.2. GTE shall lay down the methods of fulfilment of the Agreement, insofar as the Parties did not expressly agree otherwise in writing.
- 5.3. GTE is never liable for damage, of whatever nature, in case GTE bases its decisions on incorrect and/or incomplete information provided by the other Party, as referred to in Article 4 of these terms and conditions, unless this incorrectness or incompleteness is so evident that GTE would act contrary to the requirement of good faith by continuing the fulfilment of the Agreement without warning. The other Party indemnifies and holds harmless GTE for any claims by third parties with reference to the use of the information supplied by or on behalf of the client, as referred to in Article 4, as well as the functional suitability of the materials/equipment prescribed by the other Party.
- 5.4. GTE reserves the right to deploy third parties for the fulfilment of the Agreement or carry out related activities. GTE reserves the right to accept the general terms and conditions of third parties affecting the other Party, and can invoke the provisions in those general conditions against the other Party.
- 5.5. If the other Party has reserved the delivery of certain materials/equipment and/or the fulfilment of certain elements of the work for itself, the other Party is liable for any delays in the delivery or late or incorrect fulfilment.

- 5.6. The other Party shall ensure that all details and approvals, which GTE indicates are necessary, or which the other Party knows or should reasonably know are necessary for the fulfilment of the Agreement, are submitted to GTE in a timely manner. If the details and approvals required for the fulfilment of the Agreement have not been submitted to GTE in a timely manner, GTE reserves the right to suspend the fulfilment of the Agreement and/or charge the additional costs resulting from the delay to the other Party in accordance with the usual tariffs.
- 5.7. If it is agreed that the Agreement will be carried out in phases, GTE can suspend the fulfilment of those elements which belong to a next phase, until the other Party has approved the results of the stage prior to it in writing.
- 5.8. If the start or the progress of the work is delayed due to factors for which the other Party is responsible for, the resulting damage and costs incurred by GTE have to be reimbursed by the other Party.
- 5.9. If GTE or third parties employed by it carry out work in the context of the assignment at the location of the other Party or a location designated by the other Party, the other Party will provide the facilities as can reasonably be desired by those employees at no cost.
- 5.10. The other Party shall ensure that GTE can timely dispose of:
 - the building, site or vehicle where the work is to be carried out;
 - adequate opportunity for the delivery, storage and/or disposal of materials and tools;
 - connections for equipment.
- 5.11. The other Party indemnifies and holds harmless GTE for any claims by third parties, who suffer damage in connection with the fulfilment of the Agreement and which damage is attributable to the other Party.

Article 6 - Price, price increases, additional work and cost-increasing circumstances

- 6.1. All price quotations and the prices which GTE charges are free of any obligation and applicable at the time of the quotation or of conclusion of the agreement, Ex Works Nieuwerkerk aan den IJssel, excluding VAT and other costs ensuing from the agreement, such as levies and tariffs.
- 6.2. GTE may pass on price increases after the submission of a quote, if between the moment of offer or quote and fulfilment of the Agreement/delivery of the goods, price changes of more than 5% have occurred with respect to for example social charges, turnover tax, exchange rates, wages, raw materials, semi-manufactured products or packaging material.
- 6.3. Price increases of more than 10% entitle client to rescind the agreement, provided this is done in writing and within 5 working days of receipt of notification thereof. Such a cancellation shall not entitle client to compensation for any damage whatsoever.

- 6.4. GTE reserves the right to get reimbursed for additional work or increased cost of implementation if:
- the client or persons acting on behalf of the other Party have ordered additions or changes to be made in the work, and GTE has pointed out the subsequent price change required as a result, unless the other Party should have understood this need by itself;
 - after the conclusion of the Agreement, cost-increasing circumstances arise or come to light, which cannot be attributed to GTE, and GTE has warned the other Parties of the necessity of cost increases as soon as possible afterwards.

Any errors and/or omissions in the information submitted by the other Party as referred to in Article 4 shall be at any time attributable to the other Party.

- 6.5. The prices of GTE will be adjusted annually using an inflation adjustment.
- 6.6. GTE shall notify the other Party of their intention to increase the prices or rates in writing. GTE will communicate the size of the increase and the date on which the change takes effect.
- 6.7. Any manifest errors in pricing and/or invoicing, which can be demonstrated on the basis of a valid price list, may be corrected and passed on by GTE retrospectively.

Article 7 - Delivery, transport and transfer of risk, provisions regarding trade-ins

- 7.1. The delivery times and/or delivery dates specified at any time are by approximation and shall never be regarded as deadlines, even if the Agreement gives a date for delivery to a carrier, unless expressly agreed in writing that the delivery date is a final deadline.
- 7.2. The delivery times and/or delivery dates are based on the applicable (employment) conditions at the time of the conclusion of the Agreement and on the timely delivery of the vehicles, materials and/or parts ordered for the fulfilment of the Agreement or the work. If GTE requires details from the other Party in the framework of the fulfilment of the Agreement, the term of delivery shall commence after the other Party has made these available to GTE.
- 7.3. The delivery times and/or delivery dates are based on the applicable (employment) conditions at the time of the conclusion of the Agreement and on the timely delivery of the vehicles, materials and/or parts ordered for the fulfilment of the Agreement or the work and space ability on vessels. If GTE requires details from the other Party in the framework of the fulfilment of the Agreement, the term of delivery shall commence after the other Party has made these available to GTE.

- 7.4. The time of delivery mentioned or agreed shall in any case, but not exclusively, be automatically extended by the period(s) during which:
- there is a delay in the supply and/or dispatch and/or of any other circumstance temporarily holding up the execution, irrespective of whether this is attributable to GTE and/or was foreseeable;
 - client defaults in one or more of its obligations towards GTE or, to GTE' sole opinion, there is good reason to believe that client will default;
 - client does not enable GTE to execute the agreement, which shall among others be the case if client fails to state the place of delivery if applicable or fails to provide GTE with the information, goods or facilities necessary to perform the agreement.
- 7.5. Delivery shall be made EXW (Ex-Works) Nieuwerkerk aan den IJssel, The Netherlands unless agreed otherwise in writing, and at the times specified by GTE, which times shall be communicated to the other Party by GTE.
- 7.6. The risks of the goods transfers to the other Party at the moment of delivery, even though the ownership of the goods has not been transferred to the other Party by GTE.
- 7.7. The other Party is obliged to receive the goods at the delivery times agreed. If the goods to be delivered are available or offered for delivery to the other Party, but are not received by the other Party, including to mean the other Party not providing information or instructions necessary for the delivery and/or non-payment of the agreed payment or instalment for delivery or the absence of securities, delivery will take place by a written communication by GTE and the risk for the goods will, from that moment on, transfer to the other Party. In that case, GTE reserves the right to store the goods at a location designated by GTE at the risk of the other Party, and all resulting costs, including building, insurance, transport and storage costs, shall be at the expense of the other Party. All claims by GTE on the other Party become immediately due and payable. In this case, GTE is only held to the actual delivery of the goods to the other Party after the other Party has fulfilled all of the payment obligations ensuing from the Agreement, including the payment of the above-mentioned costs.
- 7.8. If GTE delivers the goods to the other Party, this delivery shall take place at the last delivery address communicated to GTE by the other Party. In the event of delivery other than EXW Nieuwerkerk aan den IJssel, at the request of the other Party, GTE reserves the right to charge any extra costs to the other Party. The risks of transport and delivery of goods outside the premises of GTE are, regardless of whether the transport is carried out by GTE or third parties, for the other Party. GTE is only required to insure the transport risk when it timely receives written instructions by the other Party to do so. GTE reserves the right to demand security for the costs of such an insurance.

Article 8 - Inspection

- 8.1. Client shall have the right, for its own account, to inspect the goods prior to delivery at a time and place determined by GTE.

Article 9 - Claims

- 9.1. The other Party is required to examine and test the goods and/or activities at the time of delivery by GTE to the other Party, and to determine whether the goods comply with the Agreement and/or the activities have been carried out in accordance with the assignment/order.
- 9.2. Subject to lapse of its claim, client must inspect the goods and services upon delivery in order to evaluate whether there are visible defects. Claims regarding the invoiced amount or visible defects must be made in writing to GTE within 3 days after receipt or delivery, giving an accurate description of the complaints. For all other claims, a period of 5 days after the defects became known or should have become known shall apply. If client fails to notify GTE in time as meant in this article, client loses its right to claim under the warranty. The goods in question must be made available to GTE upon GTE' first request for examination in the state they are in at the time of the claim.
- 9.3. Where client calls upon the guarantee given by GTE in the corresponding agreement and makes a claim, GTE shall assess the claim and if applicable, deal with the claim taking into account the provisions in the agreement in this respect. Guarantee claims cannot be transferred to third parties.
- 9.4. Even if a claim is submitted in time, the other Party is required to receive and pay the goods purchased. Any claims with regard to a particular product or service do not affect the obligations of the other Party in respect of other goods and/or services and/or other parts of the Agreement. If the other Party wishes to return defective goods, this shall be done only with the prior written consent of GTE. Returns must be sent carriage paid to Nieuwerkerk aan den IJssel, The Netherlands in undamaged condition and - where appropriate - in the original packaging.
- 9.5. If a complaint is founded, GTE shall repair or replace the goods delivered, unless this has been demonstrated to have become meaningless for the other Party.
- 9.6. This last fact has to be communicated in writing by the other Party. However, in all cases, GTE is only liable within the limits of the provisions as referred to under the Articles "Guarantee" and "Liability". Repair or replacement or reimbursement of the costs of repair or replacement by GTE to the other Party will take place at the place of delivery, on the grounds of the Agreement between GTE and the other Party, or are calculated on the basis of repair or replacement at the agreed place of delivery.
- 9.7. All extra costs incurred by GTE and/or the manufacturer to repair or replace the goods at a place other than the agreed place of delivery are at the expense of the other Party, and GTE is never obliged to reimburse these costs to the other Party if repair or replacement takes place by the other Party or a third party acting on his authority.

- 9.8. If the complaint is unfounded, GTE is entitled to charge the other Party for all reasonable costs incurred for the handling of the complaint, including the cost of internal case handling, extrajudicial and/or legal fees and the costs of surveys by third parties.
- 9.9. Minor derogations and/or derogations customary in the industry, and differences in quality, number, size, weight or finishing, and defects as a result of typesetting, printing or typing errors in catalogues/on websites/in special offers/in price lists do not constitute reasons for making a claim.
- 9.10. Any claim and/or defense, based upon facts that would justify the claim that the goods delivered or services rendered do not comply with the agreement, expires one (1) year after the date of delivery or the date of termination of the services.

Article 10 - Payment and securities, collection costs

- 10.1. Unless agreed otherwise in writing, payment by the other Party shall be made in cash, no later than prior to delivery of the goods, or immediately prior to the completion of the activities carried out. These payment periods shall be considered to be final deadlines, at the expiry of which the other Party is in default.
- 10.2. GTE reserves the right at all times to demand payment in advance for the whole or a part of the purchase price and/or other amounts invoiced by GTE on the grounds of the Agreement, or to request or a bank guarantee or other security for GTE, without prejudice to the right of retention vested in GTE.
- 10.3. Where invoices are not paid in cash in accordance with above articles, client shall be in default simply by the passing of the agreed payment date, without any notification of default being required, irrespective of whether the exceeding of such payment date is attributable to client or not.
- 10.4. If payment after delivery or completion is agreed, the other Party is obliged to pay the amount due within thirty days after the invoice date, which period is also considered to be a final deadline.
- 10.5. Any right to suspension, discount and/or netting by the other Party is expressly excluded, unless agreed otherwise in writing.
- 10.6. Payment is to be made in Euros, or in the currency of the invoice, unless it has been agreed in writing that payment may be made in other currencies. If it is agreed that payment is not made in Euros but in a different currency, except when explicitly agreed otherwise, the risk of a reduction in the value of the currency of the sale in relation to the Euro at the time of payment to GTE is at the risk of the other Party, who then is obliged to pay the difference in price as a result of the currency change.
- 10.7. In the event of non-payment within the period as referred to in this article, a contractual interest is payable, equal to an interest rate of 1% per month, in which a part of the month shall be counted as a full month, commencing on the first day of the said payment periods.
- 10.8. GTE is entitled to postpone delivery of new orders until client has paid all outstanding invoices.

- 10.9. In the event of non-payment within the period as referred to in this article, all reasonable costs to obtain extrajudicial satisfaction are at the expense of the other Party, with a minimum of EUR 100.
- 10.10. Payments made by the other Party will always be primarily for the satisfaction of all payable interest and costs, and then to reduce the principal sum, in which the payments are allocated to claims arising from the Agreements in order from those that have been payable for the longest time.
- 10.11. Incoming payments shall serve to settle the longest outstanding items - including interest and costs - even where client states otherwise in this respect.
- 10.12. GTE reserves the right at all times to, in case of changes in the personal or business situation of the other Party, including but not limited to a merger, cessation of activities, bankruptcy, suspension of payment, seizure, guardianship order, liquidation and insolvency, either declare the current Agreement dissolved without judicial intervention and retake the goods sold, or to demand security for the fulfilment of the Agreement. As long as the other Party has not submitted the security requested by GTE, GTE reserves the right to suspend fulfilment of its obligations under the Agreement.
- 10.13. GTE may at any time set off its obligations towards client, in whatever currency and whether or not due and payable, against any claims which it may have against client, in whatever currency and whether or not due and payable.

Article 11 - Retention of title, ownership replaced parts

- 11.1. Goods delivered and/or to be delivered by GTE remain the property of GTE until the other Party has fulfilled all its obligations to GTE relating to the goods delivered and/or to be delivered by GTE to the other Party, under all Agreements between GTE and the other Party, or services delivered and/or to be delivered to the other Party under such an Agreement, as well as the claims due to non-compliance with such an Agreement.
- 11.2. The other Party is expressly prohibited from pledging the goods that fall under the retention of title, or in other ways to encumber, dispose of or rent out the goods or in any other way allow third parties to use the goods.
- 11.3. If third parties seize the goods or wish to establish or assert any rights to the goods delivered under retention of title, the other Party is obliged to notify GTE of this fact as soon as can reasonably be expected and furthermore is obliged to notify the third parties concerned that GTE is the owner of the goods and in addition to do everything in its power to prevent or relieve such seizures or establishment of rights.
- 11.4. In the event that GTE wishes to exercise its rights of ownership as referred to in this Article, the other Party already hereby grants unconditional and irrevocable permission to GTE or any third party appointed by GTE to enter those places where the property of GTE is located and to take back those goods and retain them, and the other Party shall provide full cooperation in this return.

- 11.5. The other party is obliged to, at the first request of GTE:
- insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage, as well as theft, and to submit policy documents for these insurances for inspection;
 - pledge all claims of the other Party on the insurers with regard to the goods delivered under retention of title to GTE in the manner prescribed in Article 3:239 of the Dutch Civil Code;
 - pledge any claims by the Other Party on its customers, by sales in the framework of its ordinary activities of goods delivered by GTE, under retention of title to GTE in the manner prescribed in Art. 3:239 of the Dutch Civil Code;
 - designate the goods delivered under retention of title as being the property of GTE;
- 11.6. Materials or parts replaced during the repair are made available to the other Party if this has been expressly requested in the repair job. In all other cases the materials and parts replaced become the property of GTE without the other Party being entitled to compensation for any residual value.

Article 12 - Force majeure

- 12.1. GTE is not obliged to fulfil any obligations, if GTE is hindered in doing so as a result of circumstances, which are not attributable to intent or gross negligence on the part of GTE and cannot be deemed to be the responsibility of GTE under the Law, a legal act or generally accepted practice.
- 12.2. In these conditions, force majeure means, in addition to the definitions included in the Law and case law, all external causes, either foreseen or not foreseen, over which GTE cannot exercise any control, but which hinder GTE in its fulfilment of its obligations. Strikes at the company of GTE or its suppliers, computer and power failures, traffic congestion, bad weather conditions, import and export barriers, theft, fire and stagnation in the delivery of goods and parts by suppliers are included.
- 12.3. In the event of force majeure, GTE shall not be obliged to fulfil its contractual obligations. In such case, GTE is entitled to perform within a reasonable period or to rescind the agreement in whole or in part, without being liable to pay damages. Client is in the event of force majeure for GTE entitled to rescind the agreement, after client has granted GTE a reasonable period within which to perform.
- 12.4. Insofar as GTE has already partially fulfilled or will be able to fulfil the obligations from the Agreement after the force majeure occurs, and the partial delivery has an autonomous value, GTE reserves the right to separately invoice the part fulfilled or to be fulfilled.

Article 13 - Suspension, dissolution and right of retention

- 13.1. GTE is, unless mandatory provisions of the Law are opposing it, authorized to suspend the fulfilment of its obligations - expressly understood to include the preparations for deliveries or activities, if:

- circumstances learned about by GTE after the conclusion of the Agreement give reason to fear that the other Party will not, not timely or not fully fulfil its obligations;
- in the event there is good reason to fear that the other Party will only partially or improperly fulfil its obligations, suspension shall only be allowed insofar as justified by the shortcoming;
- the other Party, when entering into the Agreement or later, has been asked to provide security for the fulfilment of its obligations ensuing from the Agreement and this security is not provided or is insufficient;
- despite being requested to do so, the other Party fails to make the provisions as referred to in Article 4.
- in this situation, Article 7.7 of these conditions applies accordingly;
- client acts in contravention of any provision of the agreement (including these AVW GTE) between parties;
- client applies for suspension of payment or makes an application for adjudication of bankruptcy;
- bankruptcy of client has been applied for;
- the business of client is shut down or liquidated;
- a private composition is offered to client's creditors.

In these cases, any and all claims against client shall become immediately due and payable, without GTE being liable to compensate for damages or to provide a guarantee.

- 13.2. GTE reserves the right to dissolve the Agreement extrajudicially if the other Party fails to fulfil or fully fulfil its obligations under the Agreement at the agreed time, or in the absence of a specific time, in spite of the fact that by GTE has set the other Party a reasonable period of time of up to 14 days, has not fulfilled or fully fulfilled its obligations from the Agreement within the set period of time.
- 13.3. GTE also reserves the right to, if GTE has suspended the fulfilment of its obligations on the basis of the provisions in the Articles above, dissolve the Agreement if:
- the other Party has not ensured that the facts and circumstances which have led to the suspension were lifted within the time limit set by GTE of up to three weeks, and/or;
 - the other Party has not provided security for fulfilment within a reasonable period set by GTE of up to three weeks.
- 13.4. If the Agreement is dissolved, any claims for compensation by GTE on the other Party become immediately due and payable. If GTE suspends fulfilment of its obligations, it reserves its rights under the Law and the Agreement, without prejudice to the rights of GTE to compensation by the other Party of all damages and costs arising from or that will arise from this suspension.
- 13.5. GTE is never obliged to pay compensation for any damage whatsoever if GTE exercises its right to suspend or extrajudicially dissolve the Agreement as referred to in the articles above.

- 13.6. GTE reserves the right to suspend its obligation to deliver goods, subject to the implementation of the Agreement and which GTE retains for the other Party in the framework of the Agreement (right of retention), if the other Party does not fully or partially pay the costs related to the implementation of the Agreement, or does not fully or partially fulfil other Agreements entered into with the other Party arising from business regularly concluded between GTE and the other Party. The preceding sentence shall apply accordingly if the other Party fails to pay the costs incurred by GTE with respect to any care taken by GTE in respect of the goods.
- 13.7. GTE also reserves the right to exercise the right of retention referred to in Article 13.6 with respect to goods of the other Party, if he does not or not fully pay the costs of activities carried out on the goods, also if these are cost of earlier activities carried out by GTE on the same goods.
- 13.8. The right of retention shall not be exercised if the other Party has offered sufficient replacement security for this cost.
- 13.9. If client fails to make payment in time or fails to take delivery during a period of more than 30 days, GTE is entitled, without being obliged to issue any further notice, to resell the goods, in which case client forfeits any down payment made to GTE as compensation for losses incurred by GTE, unless client proves that the losses incurred by GTE are less than the down payment.

Article 14 - Guarantee

- 14.1. The goods supplied by GTE shall meet the specifications as set out in the corresponding agreement. No guarantee shall be given, unless otherwise indicated in the agreement and unless a manufacturer's warranty is given in which case GTE gives no further or other warranty than said manufacturer's warranty. With respect to services, GTE warrants that the services are rendered properly and to the best of its ability as is customary in the sector and according to the current standards and expertise. If and to the extent GTE undertakes to load cargo in the good(s) at client's request, such is done only by order of client and entirely at client's risk and expense. GTE does not accept any liability in this respect.
- 14.2. GTE only issues guarantee for newly delivered motor vehicles and goods, as well as new parts, exclusively and only insofar as factory guarantees apply. In all other cases, the other Party can only invoke a guarantee if this has been explicitly issued in writing.

- 14.3. Claims under the warranty cannot be made if:
- the goods have been used for purposes other than for which they are normally intended, or in the opinion of GTE have been used or transported improperly or have been repaired, altered or adjusted by client or a third party;
 - the damage has been caused by negligence of client (for example by insufficient or incorrect maintenance or storage) or by client having acted contrary to instructions, indications and advice of GTE;
 - the claim relates to parts which are subject to normal wear and tear, parts of which the seal has been broken or accessories;
 - client has not fulfilled its obligations towards GTE (both financially and otherwise);
 - client upon discovery of the defect has failed to take all actions and refrain from all actions to prevent further damage from occurring, for example by continuing to use the goods.
- 14.4. The guarantee is always limited to:
- manufacturing errors, thus excluding damage as a result of improper, careless or incompetent use/maintenance, which includes amongst other things: overloading, use of other fuels and oils than appropriate for the vehicle, other than the prescribed maintenance and incompetent operating and/or use of the vehicle, non-compliance with the instructions for use or maintenance requirements by the other Party or a third party, and also excluded from the guarantee at all times are defects as a result of normal wear and tear, accidents or disasters, such as fire and water damage;
 - factory warranty;
 - deliveries to other Parties in the EU;
 - repair or replacement of the goods delivered.
- 14.5. GTE never warrants the absence of defects, which are the consequence of complying with any mandatory governmental laws and regulations regarding the nature or the quality of the raw materials and/or materials applied in the delivered goods.
- 14.6. GTE guarantees repairs carried out for a period of 3 months, from completion of the repairs. The other Party who issued a repair job should submit a claim in writing to GTE immediately after identifying the defect, offering GTE the opportunity to correct the defect.

- 14.7. Claims under the warranty cannot be made if:
- the goods have been used for purposes other than for which they are normally intended;
 - or in the opinion of GTE have been used or transported improperly or have been repaired, altered or adjusted by client or a third party;
 - the damage has been caused by negligence of client (for example by insufficient or incorrect maintenance or storage) or by client having acted contrary to instructions, indications and advice of GTE;
 - the claim relates to parts which are subject to normal wear and tear, parts of which the seal has been broken or accessories;
 - client has not fulfilled its obligations towards GTE (both financially and otherwise);
 - client upon discovery of the defect has failed to take all actions and refrain from all actions to prevent further damage from occurring, for example by continuing to use the goods.
- 14.8. Any claim under the guarantee expires if the claim in writing is missing and/or if the other Party or third party have already carried out work in order to remedy the defect without prior knowledge of or approval by GTE and also in the case of processing, modifications, mixing, changes or repairs by the other Party or a third party to the goods delivered.
- 14.9. GTE cannot invoke the expiry of the guarantee if the absolute necessity for immediate repairs is demonstrated, without the other Party being able to demand repairs to be carried out by GTE and when the repairs fall under a valid guarantee. In such a case, however, the guarantee is limited to reimbursement of the costs GTE would have incurred for repairs in its own workshop.
- 14.10. In respect of services or activities carried out by third parties, the guarantee terms agreed upon with these third parties by GTE also apply according to the other Party. The claims by the other Party to the guarantee is, in such cases, therefore limited to the guarantees issued by third parties and their respective limitations.
- 14.11. If, for the satisfaction of guarantee obligations, GTE replaces parts, the parts replaced become the property of GTE, unless agreed otherwise.
- 14.12. As long as the other Party does not fulfil all its obligations under the Agreement to GTE, the other Party cannot invoke any guarantee provisions.
- 14.13. Where client calls upon the guarantee given by GTE in the corresponding agreement and makes a claim, GTE shall assess the claim and if applicable, deal with the claim taking into account the provisions in the agreement in this respect. Guarantee claims cannot be transferred to third parties.

Article 15 - Liability

- 15.1. Without prejudice to the provisions regarding the guarantee, GTE is never liable for damage, unless this can be attributed to intent or gross negligence on the part of GTE or subordinates under the management of GTE.

- 15.2. In the case that GTE is liable for damage, the liability shall at all times be limited to direct damage to goods or persons and up to those amounts for which GTE is insured, or should reasonably have been insured, taking general accepted practice in the industry into consideration. If GTE is insured, the liability is limited to the amount actually paid out under the respective insurance policy.
- 15.3. Any other claim for compensation, including claims for trading losses (losses due to stoppage, loss of income, incurred losses, lost profits), personal accidents, damage to or loss of or delay in connection with client's cargo meant to be transported with the good(s) and any other consequential or immaterial losses of whatever nature, including damage as a result of liability in relation to third parties is explicitly excluded, unless in case of willful intent or gross negligence of GTE or its directors.
- 15.4. Insofar as the provisions of the preceding Paragraph cannot be taken as a standard for limitation of liability on the part of GTE, for example because no insurance was taken out and insurance is not customary or no insurance could reasonably have been taken out, the amount of the liability is limited to the invoice amount charged to the other Party for the respective performance.
- 15.5. The provisions of Articles 15.2 to 15.4 shall apply only insofar as the liability is not already limited any further by Law or under the Agreement (including the provisions of these general terms and conditions), in which case this further limitation of liability shall prevail.
- 15.6. Unless the other Party can demonstrate intent or gross negligence, GTE is never liable for any damage to, theft (including loss) of goods of the other Party and/or third parties, including but not limited to cargo, inventory, mobile communication devices, computer equipment, written documents, securities, cash and electronic means of payment, located in or attached to the goods in possession of GTE on any account whatsoever, with the exception of damage to motor vehicles, trailers and semi-trailers themselves.
- 15.7. GTE shall not be liable for damage caused as a result of any default in the fulfilment of its obligation(s) towards client. The fulfilment of the obligations under guarantee/claim as described in articles 9 & 14 serves as sole and full compensation.
- 15.8. GTE shall not be liable for willful intent or (gross) negligence of (non-managerial) subordinates or other parties which are engaged by GTE under the agreement and for which GTE can be held liable by law.
- 15.9. GTE accepts no liability for advice given by or on behalf of GTE.
- 15.10. Legal and contractual limitations of liability which suppliers or subcontractors of GTE can invoke vis-à-vis GTE with respect to the goods delivered or services rendered, can be invoked by GTE vis-à-vis client.
- 15.11. GTE stipulates all legal and contractual defenses that it can invoke in respect of its liability towards client also for the benefit of its employees and agents for which it can be held liable by law.
- 15.12. The foregoing provisions do not affect liability based on mandatory law.

Article 16 - Indemnity

- 16.1. The other Party indemnifies GTE against any and all claims of direct or indirect damage incurred by third parties caused by or in connection with the goods delivered, or by the possession or use thereof, in any manner and any form, insofar as this exceeds the liability of GTE toward the other Party under the provisions of these general terms and conditions.
- 16.2. Client shall indemnify and hold GTE harmless against any and all claims of third parties related to the delivered goods or services rendered, to the extent such claims are in excess of or additional to claims which client is entitled to invoke vis-à-vis GTE. Client shall indemnify and hold GTE harmless against any and all claims for personal injury or death of employees of client or of third parties and/or damage to property of client and/or of third parties, even to the extent, the event leading to such claim takes place at GTE's premises. The foregoing shall not apply to the extent the damage is caused by willful intent or gross negligence of GTE or its directors.
- 16.3. If a judicial procedure may conclude that the provisions of this Article are regarded as unreasonably onerous, compensation only applies to that damage for which GTE is insured, and in that case the liability is limited to the maximum amount for which GTE is insured, and in that case up to the amount paid out under the respective insurance policy, or up to the amount for which GTE should reasonably have been insured, taking general accepted practice in the industry into consideration.

Article 17 - Exchange

- 17.1. If client continues to use an exchanged motor vehicle in anticipation of the delivery of the motor vehicle ordered by him, such use takes place at client's risk and all costs regarding the first mentioned motor vehicle and any decrease in value thereof are for client's account.

Article 18 - Partial Nullity

- 18.1. In the event that any of the provisions contained in these AVW GTE or in the agreement with client are (partly) invalid and/or unenforceable, the remaining provisions shall continue to be in force to the fullest extent permitted by law. The invalid or non-binding part shall be replaced by provisions which are valid and binding and which come nearest to the intention of the parties and the aimed economic result.

Article 19 - Disputes and applicable law

- 19.1. All Agreements with the other Party are subject to Dutch law, to the exclusion of the Vienna Sales Convention and any other future international regulations on the sale of goods of which the operation can be excluded by the Parties.
- 19.2. All disputes which may arise as a result of the agreement signed between client and GTE, or from further agreements arising therefrom or from these AVW GTE shall, at GTE's sole choice, be settled by the competent court of Rotterdam, location Dordrecht or by arbitration by the Netherlands Arbitration Institute (NAI). The place of arbitration shall be Rotterdam, the Netherlands. The arbitral tribunal shall comprise of one arbiter who shall rule in accordance with the rules of law. The arbitral proceedings shall be conducted in the English language. The possibility to join the arbitral proceedings with other arbitral proceedings pursuant to article 1046 Dutch Civil Proceedings Act is excluded. Notwithstanding the foregoing, nothing in this article shall preclude any of the Parties from applying injunctive relief in summary proceedings ("kort geding") before any competent court in the Netherlands instead of arbitration.

Article 20 - Translations

- 20.1. If these general terms and conditions are translated and differences of interpretation may occur between the Dutch text and the text in the foreign language, the Dutch text is decisive.

These general sales, delivery and payment conditions have been filed with the Chamber of Commerce Netherlands on July 30th, 2024, under number 69429758.