GENERAL SALES AND SUPPLY CONDITIONS
of Nebim B.V., Nebim Used Trucks B.V., Nebim Lease en Verhuur B.V. and Nebim Africa B.V. with their registered offices and principal places of business in Weert and Elsloo and filed with the Chamber of Commerce on February 28, 2024.

ARTICLE 1. DEFINITIONS

1.1 Nebim B.V., Nebim Used Trucks B.V., Nebim Lease en Verhuur B.V. and Nebim Africa B.V., as well as their subsidiaries and their legal successors under a universal title, are the users of these general conditions and are hereinafter also referred to as: "we" and "us".

1.2 The term "client" shall be understood to mean all (legal) persons to whom we issue our offers, as well as the persons who issue offers to us, and the persons who issue orders to us, and/or the persons with whom we enter into an agreement, and moreover all those persons with whom we have formed a legal relationship, and in addition to these persons, their representatives, authorised agents, legal successors, and heirs.

1.3 The terms "products" and/or "vehicles" mean all products and/or (second-hand) vehicles, means of transportation, trucks (components), parts, etc., that are supplied to the client subject to these general conditions, as well as all services and activities (such to include repair work) performed by us for the client and/or advice given by us to the client.

1.4 The term "retention period" is considered to be a period of at least 6 months as from: (i) the date of transfer of the vehicle (issue of the technical acceptance report) or (ii) the date on which the vehicle was used for the first time, all depending on which date was the last date.

1.5 Volvo Group is considered to be AB Volvo as well as each other company being or becoming a holding company of AB Volvo, including, but not limited to, Volvo Trucks and Renault Trucks.

ARTICLE 2. APPLICABILITY

2.1 These general conditions are applicable to all our offers, agreements, contracts for the delivery of services (concerning the performance of activities by us) as well as to all legal undertakings, supplies, and work carried out by us, such to include all pre-contractual situations and all legal relationships to be concluded with us in the future in relation to amongst other things the sale of second-hand (commercial) vehicles, trucks, truck components, (second-hand) transport vehicles, parts, and accessories, as well as the modification and production of chassis and cabs, the design and production of parts, the carrying out of repairs, servicing, and any other work on the products and/or vehicles.

2.2 Derogations and additions to these general conditions are only binding for us if they have been agreed in writing.

2.3 We retain the right to revise these general conditions from time to time.

2.4 Insofar as permissible, these general conditions, as well as the revised version thereof pursuant to article 2.3, apply equally to agreements already entered into.

2.5 If one or more provisions in these general conditions are found to be null and void, voidable, or invalid, the other provisions of these general conditions shall remain fully in force.

ARTICLE 3. OFFERS

3.1 All our offers and quotations are without obligation, unless they include a deadline for acceptance, in which case the offer shall become null and void after this deadline.

3.2 Any changes and/or commitments made by us after the offer, either verbal or in writing, shall constitute a new offer, and thus the previous offer shall become null and void.

3.3 All offers are based on the implementation of the agreement by us under normal circumstances and during normal working hours, unless otherwise has been explicitly stated in writing.

3.4 All descriptions in publicity/advertising materials are without obligation and are subject to change. The contractor does not guarantee the accuracy, the completeness, or currency of such descriptions, such to include (vehicle) specifications, emission levels, fuel consumption, etc. The client cannot derive any rights from catalogues and other pre-printed information and/or errors in such.

ARTICLE 4. FORMATION OF AN AGREEMENT

4.1 All our offers are without obligation, unless stated otherwise. The agreement will be formed as of the moment of receipt by us of a written acceptance of this offer, and insofar as the client makes an offer and/or gives an order, as of the moment we accept the offer and/or the order or, as the case may be, as of the moment we commence with the execution of the order.

4.2 Orders placed via intermediaries, such to include agents, representatives, or resellers, shall only become legally valid after we have confirmed such in writing. Verbal agreements and conditions are only binding after they have been confirmed by us by a person authorised to do so in writing.

4.3 If the acceptance by the client differs from the offer, this shall constitute a new offer of the client and as a rejection of our entire offer, even if the differences only concern secondary or minor points.

4.4 Supplementary agreements, changes and/or commitments, either verbal or in writing, made by our personnel, representatives, sellers, or other intermediaries after the conclusion of the agreement, shall not be binding unless they have been confirmed by us to the client in writing.
Our written confirmation of the order or confirmation of agreements is considered to represent the substance of the formed agreement.

4.5 Each agreement is entered into subject to the condition that price increases, extensions of delivery periods and changes to specifications on the part of our subcontractors also form a part of agreements entered into by us with the client in writing.

ARTICLE 5. EXECUTION OF ACTIVITIES

5.1 We have an obligation during the execution of the work to look after the vehicle on which the work is to be carried out with the appropriate due care and consideration.

5.2 The execution of repair work will be carried out based on the faults described by the client. If a clear description of the faults has not been provided, the faults identified by us will be repaired.

5.3 The period within which the work will carried out can only be stated approximately.

5.4 As soon as we become aware of facts and circumstances that will hinder or impede the performance of the work within the stated period, we shall inform the client about such and give a new expected completion date.

ARTICLE 6. DETAILS AND INFORMATION

6.1 We will only be obligated to undertake the (further) execution of the order if the client has issued us with all the details and information we have asked for, and in the form and in the way that we have asked for. Extra costs, damages (such to include loss of interest), and/or delays caused because the required details and information have not been made available by the client, or not on time or not properly, shall be for the account of the client. The client vouches for the correctness, completeness and reliability of the information provided to us by him or on his behalf.

6.2 The client is obligated to inform us immediately about any facts and circumstances that might be important for the execution of the agreement.

6.3 The client guarantees the correctness, completeness, and reliability of the details and information issued to us by or on behalf of it.

ARTICLE 7. EXECUTION OF THE ORDER

7.1 We will decide the way in which, and by which persons, the order shall be carried out, but shall take into account the wishes stated by the client as far as possible when doing so.

7.2 The client is obliged, at his own risk and expense, to render all possible cooperation in the execution of our work, which includes the timely, complete and adequate provision of all required (vehicle) data, drawings and/or calculations as well as all other data we require for the execution of our work. In the event of the untimely, incomplete and/or inadequate provision of such cooperation, as well as in the event of the untimely payment of any amount owed to us, all consequences thereof, including but not restricted to a longer delivery period and additional costs, shall be at the expense of the client.

7.3 The periods within which the work has to be carried out shall only be treated as fixed in final deadlines if that has been specifically agreed in writing.

7.4 The agreement cannot be dissolved by the client on the grounds a deadline has been exceeded - unless it is established that fulfilment will be permanently impossible – except if we do not fulfil, or do not completely fulfil, the agreement within a reasonable period after the expiry of the specifically agreed supply period, as has been notified to us in writing.

ARTICLE 8. PRICES

8.1 The prices quoted by us are net prices and exclusive of VAT and other government levies and/or levies of third parties imposed on the sale and/or supply and/or execution of the agreement, and are based on delivery at our premises, except insofar as agreed otherwise in writing.

8.2 The prices quoted by us are listed in Euros, or in a different currency if that has been agreed by us; any exchange rate differences shall be for the risk of the client, unless otherwise is agreed in writing.

8.3 The prices stated by us are based on the current prices and specifications applicable at the time of the conclusion of the agreement, and on the execution of the agreement under normal circumstances.

8.4 We reserve the right to charge the client a proportionate price increase if after the conclusion of the agreement an increase occurs in one or more of the cost factors and/or statutory levies, such to include labour costs, insurance premiums, materials, final products and exchange rate changes.

8.5 The provisions of paragraph 8.4 shall apply regardless of whether the changes in the pricing factors referred to therein are the result of circumstances already foreseeable at the time when the agreement was entered into.

8.6 Insofar as otherwise has not been expressly agreed in writing, the delivery costs, service costs, and dispatch costs, etc., shall at no time be included in our prices. Unless otherwise has been agreed in writing, the workshop prices will be exclusive of the costs of materials, parts, and any costs of third parties.

8.7 Price increases arising out of additions and/or changes to the agreement shall be for the account of the client.

8.8 Costs arising because the client has failed to make the performance of the agreement possible and/or because circumstances occur that are attributable to the client, as a result of which costs arise for us, shall be charged by us to the client.

ARTICLE 9. DELIVERY

9.1 Delivery times shall be set in mutual consultation, however at no time shall the delivery times and/or completion dates stated by us be considered as fixed and final deadlines, unless otherwise has been agreed in writing. In the event of late delivery and/or completion, we must be given a written notice of default, and given a reasonable period to still fulfil our obligations. A reasonable period shall in any case be the period considered reasonable within the industry.

9.2 If the delivery time is exceeded due to reasons that are not our fault, at no time shall the client be entitled to claim compensation or the dissolution of the agreement.

9.3 The stated delivery times and/or completion dates are based on the working conditions applicable at the time of the conclusion of the agreement, and on the timely delivery of the materials ordered by us for the execution of the agreement.

9.4 The client is obliged to take receipt of delivery by us at the agreed delivery time, failing which we shall (nevertheless) be considered to have completed delivery, the risk shall be transferred to the client pursuant to the provisions of paragraph 1 of article 10 and we shall (furthermore) be entitled to charge to the client all ensuing costs (including storage and garage expenses in accordance with our or locally applicable (customary) rates) and losses (including the loss of interest).

9.5 Delivery shall take place ex our premises. We are entitled to deliver in consignments.

9.6 If the manufacturer, (importer) or supplier makes modifications or (construction) changes to a product, we reserve the right to supply the modified product, with the proviso that, if and insofar as agreed between us and the client in writing, the modified product at any rate possesses the same normal as well as special properties for use as the original product.

ARTICLE 10. OWNERSHIP, RISK AND BAN ON RESALE

10.1 The risk for the products and vehicles sold shall be transferred from us to the client pursuant to article 9 of these general conditions at the moment of delivery. In the case of a sale of a vehicle, the client is obligated to insure that vehicle as of the moment of delivery.

10.2 Notwithstanding the transfer of risk pursuant to paragraph 1 of this article, the ownership of the products sold is only transferred to the client after the client has satisfied all claims on our part in relation to work performed or to be performed by us for the client under the agreement or any other comparable agreement, or in relation to products supplied or to be supplied to the client under such an agreement, as well as to claims filed on account of noncompliance with such agreements.

10.3 For the period during which the ownership of a vehicle has not been transferred to the client in accordance with the provisions of paragraph 2 of this Article, in which delivery has already taken place pursuant to article 9 of these general conditions, the client must have a third party liability insurance and a fire, theft and windscreen damage insurance in place for the vehicle and may not sell, encumber, pledge, rent out, lend or in any way make the vehicle available to third parties or hand it over to third parties as a security. If the vehicle is sold or transferred to a third party, the claim ensuing for the third party buyer from the delivery of the vehicle is pledged to our benefit without notice beforehand, while the client hereby commits himself to render every possible cooperation in its possible registration. In the event that accession and/or specification are involved in supplied and/or manufactured products, a right of pledge is hereby established on the product of which our product has come to form a part. The client shall for the duration of the aforementioned period indemnify us against third party claims to the vehicle.

10.4 During the period referred to in paragraph 3, the client shall at our first request be obliged to return the products and/or sold vehicles to us in good condition. If the client fails to comply with any of his payment obligations towards us, or if we have good reason to believe that he will not be able to comply with his payment obligations towards us, we shall be entitled to reclaim any product delivered by us under retention of title.

10.5 The client is obliged to store products delivered under retention of title with all due care and to clearly mark them as our property.

10.6 The client is aware that Volvo Group operates on the basis of a relevant, legally applicable selective distribution policy. The client guarantees and confirms that he does not conduct business as an unauthorized seller of vehicles to which this agreement apply. This means in particular that in respect of new vehicles which are subject to this agreement, the client is obliged to refrain from: (i) reselling those vehicles for commercial purposes during the retention period, (ii) entering into lease contracts or rental agreements for such vehicles with an option for a lessee or third party to purchase them during the retention period or in the period during which the vehicles are not put to use (ban on resale). If the client is a genuine coach builder, then he may resell the vehicle after he has installed a superstructure that constitutes a substantial value. The superstructure is considered to constitute a substantial value if the price for that superstructure (as a component of the complete vehicle) equals or exceeds the price of the vehicle chassis as purchased by us from our supplier.

ARTICLE 11. PAYMENT AND SECURITY

11.1 Unless otherwise is agreed in writing, payment shall take place at the moment of delivery. In relation to the performance of work, payment must be made by the client within 30 days after the invoice date. This period applies as a fixed and final deadline, upon expiry of which the client shall be in default with immediate effect. It is not permitted to off-set payments against claims that the client purports to have against us. The client will moreover be obligated towards us, at our first request, to make payment in kind by delivering to us such goods as designated by us, such to include the goods that have been delivered by us to the client (payment in kind pursuant to article 6:45 of the Dutch Civil Code).

11.2 In the event of non-payment within the period referred to in paragraph 11.1, interest shall be owed pursuant to article 6:119a in conjunction with 6:120 of the Dutch Civil Code, or the statutory interest if this is higher, whereby a part of a month shall be treated as a full month, commencing as of the first day after the expiry of the payment period referred to in paragraph 11.1.

11.3 In the event of non-payment within the period referred to in paragraph 11.1, we reserve the right to increase the amount owed by the client with the relevant judicial or extrajudicial debt collection costs. The extrajudicial debt collection costs shall be set at 15% of the amount owed, with a minimum of € 250.

11.4 Payments made by the client will be deemed in the first place to pay for all interest and costs owed, and then as payment for the outstanding claims under the agreement that have been outstanding the longest, even if the client states that the payment concerns a different claim.

11.5 Any payment discounts agreed in writing shall become null and void if payment has not been received within the payment period as agreed for such.

11.6 The client is not entitled to refuse or to suspend the fulfilment of its payment obligations on the grounds of an alleged defect in the products, or for any other reason whatsoever, unless the relevant defect has been acknowledged by us as such. In the latter case, the client shall be entitled to suspend the payment of a maximum of 15% of the amount owed for the relevant product until the defect has been rectified.

11.7 We shall at all times be entitled to set off all claims that we or one or more of our sister companies, subsidiaries and parent companies and/or other companies belonging to the group of companies referred to in article 1.1 may have against the client or its sister companies, subsidiaries and parent companies and/or other companies belonging to the client's group of companies, and to invoke a right of suspension in respect of (one or more of) such claims.

11.8 In the event of liquidation, insolvency, bankruptcy, or a suspension of payments of the client, the claims against the client, on any grounds whatsoever (including those of the parties referred to in paragraph 11.7) shall become immediately payable.

11.9 We are at all times entitled to demand an advance payment on the amount owed by the client, and/or to demand that the client cooperate on request with the provision of sufficient security for the fulfilment of all its obligations, such to include but not limited to an irrevocable and unconditional bank guarantee issued by an accredited banking institution and/or the granting of a right of pledge and/or a deposit and/or a declaration of joint and several liability. In the event of a failure to provide security, we shall have the right to suspend the performance of the agreement, and/or to dissolve such with immediate effect, without prejudice to our right to dissolve the agreement in accordance with that provided for in article 17.

ARTICLE 12. SUSPENSION AND RIGHT OF RETENTION

12.1 We are entitled to suspend performance on our part (including future partial deliveries) in the event that the client, its sister companies, subsidiaries, parent companies and/or other entities belonging to the group of companies of the client fail to comply with any of its/their obligations or if any information of which we become aware leads us to believe that the client, its sister companies, subsidiaries, parent companies and/or other entities belonging to the group of companies of the client, will not or will not be able to comply with its/their obligations, save for deviating mandatory provisions.

12.2 We may exercise the right of retention on all goods of the client to which the execution of the agreement relates and which are physically held by us in connection with the agreement if the client fails to fully or partially comply with any obligation associated with the execution of the agreement or those associated with other agreements concluded with the client on account of business regularly conducted by us with the client. We are also entitled to exercise the right of retention on all (other) goods of the client, its sister companies, subsidiaries, parent companies and/or other entities belonging to the group of companies of the client which are physically held by us, both in respect of claims we have on the client and claims we may have on the client, its sister companies, subsidiaries, parent companies and/or other entities belonging to the group of companies of the client, as well as on enterprises with which the client is affiliated.

12.3 We have the right to recover from the client any losses (including the loss of interest) as well as any costs incurred by us, in relation to caring for the goods physically held by us.

ARTICLE 13. GUARANTEES AND COMPLAINTS

13.1 If and insofar as not otherwise expressly agreed on regarding the properties of the products to be supplied, the client can only derive a claim to those functionalities that are considered to be normal within the industry.

13.2 Parts and materials that are replaced shall become our property, and will only be made available to the client if this has explicitly been agreed in writing.

13.3 A guarantee will only be given for new vehicles, parts, or accessories insofar as a guarantee has been given for such by the manufacturer,(importer) or other suppliers.These guarantees may be changed from time to time. We (and in so far as necessary Volvo Group) do not, whether explicitly or implicitly, issue any guarantee other than what is stated in the applicable guarantee document. In so far as legally permitted, we (and in so far as necessary Volvo Group) exclude all conditions, guarantees and provisions which, whether explicitly or implicitly, by law, according to custom or otherwise, would or might continue to exist without such an exclusion. In the event of a sale of vehicles, components, accessories or other products, we shall provide copies of the relevant guarantees and bring them to the attention of the client.

13.4 A guarantee will only be given for a used vehicle if and insofar as provided for in the agreement.

13.5 No guarantee will be given for used parts or accessories.

13.6 We will guarantee the competent performance of the agreed work for a period of 3 months, up to a maximum of 25,000 kilometres, calculated as of the date on which the vehicle has been made available to the client once more after the execution of the work.

13.7 In derogation to that provided for in the previous paragraph, the guarantee for any work that we have carried out by a third party in connection with the execution of the agreement shall be limited to the guarantee that we are able to obtain from this third party.

13.8 Claims under the guarantee shall lapse if:

a. we are not given the opportunity to resolve the defects;

b. third parties have carried out work without our permission in relation to a defect that we have carried out work for in order to rectify such, and in relation to which a guarantee has been invoked;

c. in the event of improper use of the vehicle, which is understood to include:
- use of a vehicle other than for the intended purpose;
- overloading;
- use of the wrong fuels and/or lubricants;
- use or maintenance of the vehicle other than prescribed by us or the manufacturer;
- incompetent operation, use, and/or maintenance, as well as

d. if modifications are made to the vehicle by and/or at the instruction of the client, unless such takes place entirely in accordance with the written advice given by us or after our written permission has been obtained.

13.9 The guarantee given for work shall be limited to the re-performance of the work originally carried out by us and at our expense. Any travel expenses and/or transport costs incurred by us in connection with the performance of guarantee work shall be for the account of the client. If in our opinion it is not, or no longer, possible or expedient to carry out guarantee work, then the client shall have the right to receive reasonable compensation instead of such, up to a maximum of the invoice amount for the original work that was not carried out properly.

13.10 The work performed under guarantee on the basis of this article shall be guaranteed under the same conditions and for the remainder of the guarantee period (no further "guarantee on guarantee").

13.11 Excluded from guarantees are:
- emergency repairs;
- defects in materials or parts that have been prescribed or made available by the client;
- defects which are the result of designs, drawings, constructions, or techniques made available by the client, or due to advice given by the client;
- any variations in the colour or quality of the paintwork which are deemed permissible in the industry or are unavoidable.

13.12 Any complaints, both in relation to vehicles supplied by us (including the quality and/or dimensions) and in relation to work carried out, as well as in relation to invoice amounts, must be notified to us in writing with eight working days after the receipt of the vehicle or the completion of the work or the receipt of the invoice respectively, together with a precise description of the facts which the complaint relates to, in default of which such complaint will no longer be admissible, i.e. taken into consideration.

13.13 If it is not reasonably possible to discover the defect within the aforementioned period, the client must submit a complaint to us in writing immediately after the defect has been discovered or should have been discovered by it. Complaints will not be taken into consideration in relation to defects that are discovered after the expiry of the guarantee period, and in the event of uncertainty about such after the expiry of one year after the supply has taken place.

13.14 Minor variations or differences, or those considered to be normal within the industry, in terms of quality, number, dimensions, or finish, as well as differences in the execution of the work, shall not constitute valid grounds for a complaint.

13.15 Complaints shall not in any way affect the payment obligations of the client. If we replace components of a product, or if we replace a product in its entirety, we shall become the owner of the replaced (old) product.

13.16 Products that are the subject of a complaint can only be returned if we have agreed to such in writing. Products that have been customised by us at the request of the client cannot be returned unless we agree to such in writing. We reserve the right to charge the client for the costs of returning a product.

13.17 Complaints in relation to defects will not be accepted if the products have been processed, or if these defects are not reported within the period specified above.

13.18 We must be given the opportunity to inspect the relevant products after a complaint has been made, and the client shall provide its full cooperation with such. It is not possible to make complaints about products that cannot be inspected by us.

13.19 The client cannot derive any claims against us with respect to complaints about defects in products as long as the client has not fulfilled all its obligations towards us, including those not directly related to such products.

13.20 If an importer and/or manufacturer draws our attention to a defect of a vehicle or a new component supplied by us, and this leads to a so-called recall, then we shall notify the client of this in writing as soon as possible. If the client does not consult us immediately after receiving such a written notice, then all possible claims of the client may for that reason be rendered null and void. This implies that neither we nor the importer nor the manufacturer are liable for any ensuing loss incurred or yet to be incurred by the buyer.

13.21 All claims against us shall lapse if they are not submitted to us in writing within one year of their occurrence, with the proviso that a two-year time limit is applied exclusively for consumers as from the date of delivery of the vehicle or, as the case may be, new components.

ARTICLE 14. DAMAGE ESTIMATES

14.1 If we have carried out a damage estimate at the order of the client, the client shall be obligated to pay us for all costs associated with such unless the client gives us an order to undertake the repair of the relevant damage, or unless the client decides to purchase a new vehicle from us following this damage estimate.

ARTICLE 15. SALE WITH TRADE-IN

15.1 If a vehicle is purchased subject to the trade-in of a used vehicle, and the client continues to use the vehicle to be traded in while awaiting the delivery of the new vehicle, the client shall be obligated to look after this vehicle with the appropriate due care and consideration.

15.2 The vehicle to be traded in shall only become our property as of the moment on which we gain actual possession of this vehicle.

15.3 During the usage referred to in paragraph 1 of this article, the risk for the vehicle shall lie with the client, and all costs shall be for the account of the client, in particular those associated with any maintenance and any damages due to any cause whatsoever, also as a result of the loss of (or a failure or inability to produce) all the required valid vehicle registration documents and/or registration certificates and any other official documents.

15.4 If the vehicle to be traded in, at the moment on which we gain actual possession over the vehicle, in our opinion is no longer in the same condition as it was when the agreement was concluded, we shall have the right to refuse the trade-in and to demand payment of the agreed purchase price for the vehicle, or to reappraise the value of the vehicle to be traded in and to conduct the transaction based on the value as appraised at that time.

15.5 If in our opinion the vehicle to be traded in had defects that could only be discovered after it had been physically handed over, but it is clear based on objective criteria that these defects already existed when the agreement was concluded, the client must compensate us for any damages arising for us as a result of such. The damages in question shall be understood to include any decrease in the estimated value of the vehicle.

ARTICLE 16. RETENTION OF TITLE

16.1 If the client, while clearly stating his reasons, wishes to cancel the agreement and we grant that request, the client shall at any rate be obliged to reimburse us for all expenses incurred by us within the framework of the agreement as well as for all obligations entered into in relation to all goods, materials and components purchased and/or yet to be purchased, treated or processed, as well as in relation to losses incurred due to the cancellation, which are hereby set at 25% of the order amount, subject to all of our rights to further and full compensation.

16.2 The client is not obliged to pay cancellation charges if the client in the case of a distance sale has legally terminated the agreement on the basis of Article 6.230o of the Dutch Civil Code.

ARTICLE 17. DISSOLUTION

17.1 If the client does not, or not on time or not properly, fulfil any (payment) obligation arising out of the agreement concluded with us, despite having been issued with a demand and given a reasonable period for such, as well as in the event of an application for or the granting of a suspension of payments, bankruptcy or curatorship, or liquidation of the business of the client, we shall have the right, without any notice of default or judicial intervention being required, to suspend our obligations and/or fully or partially terminate the agreement.

17.2 On account of the dissolution, all existing reciprocal claims will become immediately payable. The client will be liable for the losses suffered by us, such to include loss of interest and loss of profits.

17.3 If the circumstance referred to in paragraph 1 occurs, and the client enjoys a benefit that it would not have enjoyed in the event of proper fulfilment, we shall have the right to claim compensation for our damages up to the amount of this benefit.

17.4 Save for insofar as provided for in these general conditions, the parties hereby waive the right to fully or partially dissolve the agreement concluded with us.

17.5 Insofar as permitted by law, the parties also waive the right to fully or partially nullify the agreement concluded with us or, as the case may be, to legally enforce adjustment of the consequences thereof.

ARTICLE 18. FORCE MAJEURE

18.1 During a circumstance of force majeure, which is considered to be any circumstance beyond our control preventing and/or impeding the execution of the agreement, including but not restricted to war, terrorism, riot, wilful damage, epidemics and pandemics, fire, water damage, flooding, extreme weather conditions, theft, industrial action, sit-down strikes, import and export restrictions, government action, defective machinery, breakdowns in power supply or the supply of materials by third parties as well as any similar circumstance, we shall be entitled to suspend the agreement (and extend the delivery periods) or terminate the agreement by means of a written and substantiated notice. Such a termination shall not give rise to any compensation obligation, save for a possible reimbursement by the client for costs factually incurred by us.

18.2 If we have already partly complied with our obligations or are able to only partially comply with our obligations when the circumstance of force majeure occurs, we shall be entitled to separately invoice the executed or yet to be executed part. The client shall be obliged to pay that invoice as if relating to a separate agreement.

ARTICLE 19. LIABILITY

19.1 Except in case of intent or gross negligence by us or by our managers (such to include management employees), our liability shall be limited to our guarantee obligations as described in article 13, and we shall not be liable for any damages whatsoever, regardless of whether or not a claim is based on contract, tort, or on any other grounds.

19.2 In the event we should nonetheless be held liable for damages, and if these damages are not attributable to intent or gross negligence on our part or on the part of one of our managers (such to include management employees), our liability shall at all times be limited to the direct damage to property or personal injury, and at no time shall this extend to any loss of profits or other consequential damages, such to include loss of earnings.

19.3 In the event we should be held liable for damages, and if these damages are not attributable to intent or gross negligence on our part or on the part of one of our managers (such to include management employees), our liability shall moreover be limited to the price for which the client has purchased the product, or to the amount that has been paid by the client for the order, up to a maximum amount of the current market value of the relevant vehicle.

19.4 If that provided for in paragraph 19.2 and/or paragraph 19.3 is ruled to be unreasonably prohibitive in a final and conclusive judicial judgement, our liability shall be limited to the damages in question, and up to a maximum of the amount which we are insured for, or reasonably would have been insured for in light of the practices customary within the industry.

19.5 If the client is a retail customer, our liability will be subject to the statutory regulations on such.

19.6 The client is obligated to indemnify and compensate us in relation to all claims of third parties for compensation of damages, costs, and interest charges for which our liability towards the client is excluded under the terms of this clause.

19.7 At no time shall we be liable for damage caused by work in connection with the products if this type of work is not normally carried out by us, but which has been carried out by us as a special service at the explicit request of the client. These activities shall be carried out for the account and risk of the client.

19.8 We will take out insurance against the risk of loss and damage of the goods of the client that we have in our position for the period that we have these goods in our possession. We shall only be liable for the goods that the client has handed over to us, regardless of the external cause and regardless of the damage or loss caused, during the period that we have these goods in our possession pursuant to the agreement, and insofar as the relevant insurance company makes an insurance payment for the relevant damage or loss. The term 'external cause' shall not be understood to include the processing of the goods.

19.9 If this agreement involves goods that we source or have sourced from third parties, our responsibility and/or liability shall be limited to that which the relevant supplier is responsible and/or liable towards us for. This clause will only be applicable insofar as the application of such will be more advantageous for the client than the application of the previous clauses.

19.10 We will not be obligated to offer the client replacement transport, nor to provide transport for that being transported, nor will the client be entitled to compensation for the cost of the replacement transport.

19.11 All defences to which we are entitled under the agreement entered into with the client may also be invoked by our employees and other third parties involved in the execution of the agreement, including the importer, our suppliers and subcontractors with respect to the client (third party clause).

ARTICLE 20. INTELLECTUAL PROPERTY RIGHTS

20.1 All intellectual property rights and/or rights in relation to intellectual products that we develop or use for the execution of the order, such to include advice, working methods, (model) contracts, systems, system designs, etc., shall be vested in us insofar as they are not already vested in third parties.

20.2 The client is not permitted to reproduce, disseminate, or exploit intellectual products or accounts or descriptions of such, either alone or together with third parties, or by engaging third parties for such, without our express prior consent.

ARTICLE 21. NON-STANDARD CONDITIONS

21.1 If special conditions are agreed in connection with the sale of specific products of ours, in the event of any conflict of such with these general conditions, these special conditions shall prevail insofar as they relate to these specific products. These general conditions shall remain applicable in all other respects.

21.2 In the event that the vehicle operates by means of an electric powertrain, each intervention involving the vehicle (including roadside assistance) shall require special, mandatory permits or accreditations, the use of necessary personal protective equipment as well as the consignment of the vehicle. All warning messages/notes in the vehicle must be adhered to, which includes the labels and instructions as included in the user guidelines/the manual and the instructions as issued by Volvo Group. These instructions must be complied with by the client/user under his own responsibility. The operator and third parties who may come into contact with the vehicle must be informed about the features of the electric vehicle(s) and the corresponding safety instructions. The permits or accreditations, training and safety instructions which are required for the electric vehicle(s) are of vital importance to their operation and/or service. The client remains solely responsible for conformity with regard to the electrical system that is used to charge the vehicle. Neither Volvo Group nor we can be held liable for any failure on the part of the client to follow the required training, to obtain specific permits or accreditations and compliance with regard to the installations and systems which are required under the applicable laws and regulations. Regarding questions relating to electric safety issues. the client is advised to contact a service provider with adequate relevant expertise. The Dealer Locator [https://www.volvotrucks.nl/nl-nl/tools/dealer-locator.html] contains a list of authorized service providers who are certified to perform maintenance and repairs on electric vehicles.

21.3 Disclaimer regarding vehicles with an electric drive train: We recommend the required battery capacity based on (i) important information (such as the specifications of the vehicle, the chassis and the route/operating cycle) about which you have informed us and (ii) the climate, to determine the battery capacity in order to predict the effective operating radius of the vehicle during the customary life cycle. The calculations are based on several assumptions which aim to simulate a typical user pattern. As with all vehicles, however, the actual operating radius is influenced by the circumstances under which the vehicle is used, such as, but not limited to, the loading capacity, the route followed, the driving style, weather conditions and the use of important electrical systems such as lights, cabinet heating and equipment attached to the chassis. While Volvo Group and its authorized dealer network do everything possible to ensure the accuracy of recommendations, they and we do not accept any liability in the event that the vehicle fails to reach the predicted operating radius.

ARTICLE 22. PROCESSING OF PERSONAL DATA

22.1 The details of the client will be processed by us. We are moreover permitted to make the details available to third parties. In so far as relating to personal data, this processing is performed within the meaning of the General Data Protection Regulation. The processing of these details enables us to carry out the agreement, to fulfil the guarantee obligations towards the client, to provide an optimal service, to provide the client with timely product information, and to make personalised offers to the client. If relating to the processing of personal data for the purpose of direct mailing, we will desist with such if the client submits a written notice of objection by registered letter.

22.2 The client is aware that vehicles which are manufactured, delivered or marketed by a Volvo Group company, are equipped with one or more systems by means of which information about the vehicle (the "Information Systems") may be collected and saved, including, but not restricted to, data on the condition and performance of the vehicle and data on the operation of the vehicle (together referred to as "Vehicle Information"). The client agrees that he will not in any way disrupt operation of the Information Systems.

Notwithstanding termination at the end of the agreement, the client acknowledges and accepts that Volvo Group: (i) shall at all times have access to the Information Systems (including remote access), (ii) may collect Vehicle Information, (iii) may save the Vehicle Information to systems of Volvo Group, (iv) may use the Vehicle Information to provide services for to client as well as to use it for its own internal and other reasonable purposes, and (v) may share the Vehicle Information within Volvo Group and with selected third parties.

The client is obliged to ensure that each operator or each other person who is authorized by the client to operate the vehicle: (i) is aware that personal data relating to them may be collected, saved, used, shared or otherwise processed by Volvo Group; and (ii) is referred to or is provided with a copy of the applicable privacy statement of Volvo Group (available on https://www.volvogroup.com/en-en/privacy.html).

The Client agrees to inform Volvo Group in writing if he sells the vehicle or otherwise transfers the ownership of the vehicle to a third party.

22.3 The client acknowledges that the data management agreement, as attached to the Sales Agreement as Appendix 1 and as available on the website: http://tsadp.volvotrucks.com, forms an integral part of the Sales Agreement, and also acknowledges that the provisions of that agreement apply to all data processing performed within the framework of the sales agreement.

22.4 The client hereby grants us and any other company forming a part of Volvo Group, as well as the selected third parties, permission to use or, as the case may be, process the data referred to in this Article for the purposes referred to in this Article.

ARTICLE 23. TRADE CONTROL, SANCTION LAW

23.1 The client is obliged to have each new vehicle purchased by him within the framework of this agreement registered in the Netherlands or elsewhere within the EER, Switzerland or the United Kingdom, and to refrain from reselling it during the retention period.

23.2 The client is aware that the applicable laws and regulations on export control and sanctions prohibit the delivery of vehicles to sanctioned persons and countries. Notwithstanding the obligations of the client as described in Articles 23.1 and 10.6 above as well as Article 23.3 below, the client (i) commits himself to refrain from delivering vehicles to persons or countries in respect of which such deliveries may violate the applicable laws and regulations on export control and sanctions or may otherwise lead us to be in violation of the applicable laws and regulations on export control and sanctions, (ii) commits himself to refrain from consciously or deliberately making such deliveries possible by delivering the vehicle to a third party, (iii) guarantees and confirms that the vehicle(s) purchased under this agreement shall not be used by the client, any of his subsidiaries, company officials, directors, employees or others acting for him or on his behalf in a manner that violates or may violate the applicable laws and regulations on export control and sanctions, and (iv) guarantees that neither the client nor any of his executive officers, management, shareholders or ultimate owners are listed on any sanction list of the European Union or any of its member States, the United States of America, the United Nations, the United Kingdom or any other organisation or state.

23.3 Notwithstanding applicable laws and regulations on export control and sanctions, and notwithstanding the obligations of the client referred to in Articles 10.6, 23.1 and 23.2 above, the client guarantees and acknowledges that (i) none of the vehicles purchased from us under this agreement are destined for use in Russia, Belarus or territory of Ukraine not controlled by the Ukrainian government; and that (ii) none of the vehicles delivered under this agreement shall be used by a natural or legal person, entity or authority within Russia or Belarus.

23.4 If the client in any way acts in violation of the obligations or guarantees referred to in Articles 10.6, 23.1, 23.2 and 23.3, he shall be obliged to pay us a penalty, which is not open to judicial mitigation, of EUR 25,000.00. This penalty becomes immediately payable as at the date on which notice of the violation is given and applies to each vehicle used, resold or leased by the client in violation of the aforesaid Articles. In so far as the actual loss exceeds the amount of the contractual penalty, we retain the right to demand compensation from the client. This means, among other things but not exclusively, that any penalty or fine imposed on Volvo Group on account of prohibited actions on the part of the client, shall immediately be transferred one-on-one to the client.

23.5 Notwithstanding the foregoing, the client shall refrain from selling, delivering, exporting, re-exporting, transferring (within the country itself) or re-transferring any Volvo Group products or services or related goods, software, technology, technical data or services which he receives from us under an agreement with us without all relevant required government permits and/or authorisations.

23.6 If the client fails to fully comply with any of the obligations referred to in this Article and in Article 10.6, we shall be entitled, without any obligation or further notice being required on our part, to fully or partially terminate the agreement (as well as any other sales agreement(s) entered into by us with the client), in which case we shall also be entitled, without any right to compensation on the part of the client, to refuse further delivery of products or provision of services to the client. Termination by us of the agreement does not relieve the client from his obligation to reimburse us for costs incurred by us, contractual penalties and compensation for losses as referred to in Article 23.4 above.

ARTICLE 24. APPLICABLE LAW AND COMPETENT COURT

24.1 All agreements to which these general conditions apply, whether in full or partially, are subject exclusively to Dutch law.
The provisions of the Vienna Sales Convention are not applicable, nor are those of any other (future) international convention in relation to the purchase of movable property, the operation of which can be excluded by the parties.

24.2 All disputes ensuing from or related to this agreement shall, insofar as not otherwise stipulated in provisions of mandatory law, be presented exclusively to the competent court in the district in which we have our registered office. Notwithstanding the foregoing, we will be entitled at all times to submit any dispute with the client to the competent court in the district where the client has his registered office or place of abode.

23.3 In the event of a (possible) dispute, we have the right to have an appraisal carried out by one or more experts at the premises of the client.
The client shall be obliged to render every possible cooperation in this appraisal without charge.

ARTICLE 24. FINAL PROVISIONS

24.1 These general conditions are available in the original Dutch text and have been translated into various languages. In the event of any ambiguity and/or inconsistency between (one or more) of the provisions in the original Dutch text and a particular translation of such, the (interpretation of the) provisions in the Dutch text shall prevail.