

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF BAS TRUCKS B.V. (2018)

If necessary, BAS Trucks B.V. will submit on first request a translation in Dutch of these general terms and conditions.

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### Article 1: Definitions

- 1.1 BAS Trucks B.V. and its affiliated companies, including but not limited to the group companies as referred to in article 1.3, as well as its successors under universal title are the user of these general terms and conditions and will be referred to hereinafter as: "we" and "us".
- 1.2 "Other party" and/or "client" is understood to mean any (legal) person to whom we address our offers, as well as those that address offers to us and those who issue an assignment to us or the person with whom we enter into an agreement and furthermore the person with whom we have any legal relationship and on behalf of this person his representative(s), authorised representative(s), assignee(s) and heir(s).
- 1.3 All sister, subsidiary and parent companies and/or other companies belonging to BAS Trucks, including, but not limited to, BAS Truck Center B.V. (Chamber of Commerce number 16021586), BAS Rent B.V. (Chamber of Commerce number 17215693), BAS Lease B.V. (Chamber of Commerce number 16077239), Parts Company B.V. (Chamber of Commerce number 17221169), BTS GmbH & Co. KG (HRA 17922) and BTS Used GmbH (HRB 28098) are referred to as "group companies".

### Article 2: Applicability

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

### Article 3: Offers

- 3.1 All our offers and quotations are without obligation, unless they contain a period of acceptance, in which case the offer expires after this period.
- 3.2 Changes and/or promises made by us after the offer, whether oral or written, shall constitute a new offer, as a result of which the previous offer has expired.
- 3.3 If an acceptance by the other party deviates from the offer, this shall constitute a new offer from the other party and a rejection of our entire offer, even if it only concerns a deviation on minor points.

### Article 4: Conclusion

- 4.1 The agreement is concluded, where applicable within our period of acceptance, upon our receipt of a written acceptance of an offer and under the resolutive condition (ontbindende voorwaarde) that the other party fulfils its (down payment) obligations as referred to in article 7.3 in a timely manner. If the other party makes an offer and/or issues an assignment, the agreement is concluded upon approval and confirmation in writing by us of the offer and/or assignment or upon commencement of the performance of the assignment by us and under the resolutive condition (ontbindende voorwaarde) that the other party fulfils its (down payment) obligations as referred to in article 7.3 in a timely manner.
- 4.2 If the other party has accepted the offer electronically, the agreement will not be concluded until after we have accepted and confirmed this in writing. Until receipt of this acceptance has been confirmed and approved by us in writing, the agreement has not yet been concluded.
- 4.3 We reserve the right to terminate this agreement within 48 hours after its conclusion. In this case, the other party shall not be entitled to compensation.
- 4.4 Supplementary agreements, amendments and/or commitments, whether verbally or in writing made by our personnel, representatives, sales staff or other intermediaries after the conclusion of the agreement, shall not be binding unless they are confirmed by us in writing to the other party.
- 4.5 Orders placed through intermediaries, including agents, representatives or distributors, are valid only after we have confirmed these in writing. Verbal agreements and terms are binding only after they have been confirmed in writing by us by persons we have authorised thereto.

### Article 5: Prices

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

### Article 6: Cancellation

- 6.1 In the event of cancellation by the other party, we shall be entitled to withhold and not repay a portion of the deposit equal to 10% of the sale price with a minimum of € 1.500,- as a cancellation fee, without prejudice to our right to claim additional compensation if the costs incurred (including delivery, storage, insurance and parking costs) exceed the deposit amount. In addition, we are entitled to terminate the agreement or part thereof, without notice and without judicial intervention.
- 6.2 Uncollected orders may be offered again to the other party. In that case, the invoice amount is increased by costs incurred, consisting of, for example storage and/or parking costs.

### Article 7: Payment

- 7.1 The other party is obliged to pay all invoices before delivery of the relevant goods or before performance of the relevant work/services, unless expressly agreed otherwise in writing. We will not deliver the relevant goods or perform the work and/or services until full payment of all invoices. All invoices must be paid by the other party within 21 days after the conclusion of the agreement, unless expressly agreed otherwise in writing. Settlement with claims the other party claims to have on us is not allowed.
- 7.2 However, we do have the option to approve payment extensions. In doing so, we are entitled to cancel the agreed discount, retroactively, to demand 2% interest per month on the outstanding amount from the other party and to charge the other party € 35,- storage/parking costs per vehicle per day. In addition, we reserve the right to nevertheless terminate the agreement in whole or in part at any time.
- 7.3 Within two days after the conclusion of the agreement, the other party is obliged to pay a deposit of at least 10% of the gross sales value of the objects with a minimum of € 1.500,- per object or a different amount to be determined by us in the agreement or in an annex thereto. In the absence of (timely) payment, we shall be entitled to suspend the fulfilment of our obligations.
- 7.4 If the other party wishes to export an object for its own account and risk, outside the European Union, the other party must have furnished a security before the delivery of the object, which will be returned after the object has been electronically exported (and reported) in a correct manner. Unless otherwise agreed in writing, a deposit equal to the amount of the Dutch VAT applies per object.
- 7.5 In case of failure to make (timely) payment of foreign currency amounts, within the period(s) specified in article 7.1 and/or article 7.3, we shall reserve the right to pass on

currency fluctuations against the euro to the other party. If on-charging of the relevant currency fluctuation(s) results in a price that differs more than 5% from the original price, the other party shall have the right to cancel the sale.

- 7.6 Payments made by the other party shall always first be applied to settle all due interest and costs and subsequently to settle claims arising from the agreement that have been outstanding for the longest period, even if the other party has stated that the payment relates to a different claim.
- 7.7 BAS Trucks and/or its group companies, for whom we shall act as an authorised agent in respect of the provisions of this article, shall always be entitled to set off all amounts that we, both individually and jointly, claim from and/or are due to the other party against all claims the counterparty has against us and/or amounts it owes us, or to rely on a right of suspension in respect of (any of) those claim(s). BAS Trucks, its group companies and the other party agree that the right of set-off is extended, and that reciprocity for set-off is not necessary, therefore.
- 7.8 In the event of (an application for) liquidation, insolvency, bankruptcy or moratorium of the other party, the claims, of whatever nature (including those of the parties specified in article 7.7), on the other party shall be immediately payable.
- 7.9 Cash payments can be made only upon presentation of valid proof of identification and from Monday through Friday from 08:30 to 18:00. In that respect, the proof of payment we issue shall be the only valid proof of payment.

#### **Article 8: Delivery time, delivery, risk**

- 8.1 Delivery times are determined by mutual agreement; however, our specified delivery times and/or specified delivery dates will never be regarded as deadlines unless agreed otherwise in writing. In the event of late delivery and/or completion we require to be placed in default in writing, stating a reasonable deadline for compliance. A reasonable period shall in any case be the period considered as reasonable within the industry.
- 8.2 If exceeding the deadline is not attributable to us, under no circumstances the other party may claim damages or termination of the agreement.
- 8.3 If delivery includes transport and/or shipment, this will be booked within 48 hours of receipt of full payment.
- 8.4 If we are responsible for shipment of the goods, at request of the other party, or if the agreed parity of the ICC INCOTERMS lays this responsibility on us, the time, method of shipment and shipment route shall be at our discretion. Transport insurance shall be effected by us only at the express request of the other party; all related costs are to be borne by the latter.
- 8.5 At least two working days before collection of the object, the other party must communicate this to us in writing, allowing for the relevant documents to be prepared.
- 8.6 Unless otherwise agreed in writing, delivery will take place EX WORKS (Incoterms 2010) at our office.
- 8.7 If the other party fails to collect the goods within the agreed period or fails to give us the opportunity to deliver the goods, it shall be immediately in default and the goods shall be stored at the expense and risk of the other party. If the other party refuses to collect the goods by our specified deadline, we shall be entitled to terminate the agreement in whole or in part and to alienate the goods in a manner to be determined by us, without being liable for compensation. We shall be entitled to recover our claim on the proceeds.
- 8.8 The risk for the sold products and vehicles is transferred from us to the other party upon delivery. In the event of a sale of a vehicle, the other party shall be obliged to insure the vehicle from the moment of delivery.
- 8.9 All purchased goods and services shall be purchased as a whole, a deposit may not be used to pay part of an order. Partial deliveries are only possible by means of an amended order confirmed in writing.
- 8.10 The other party must assess whether the registration, vehicle and export documentation present or to be delivered by us is sufficient for import or registration in the country of destination. We shall not be in any way responsible or liable in this respect.
- 8.11 If the registration, vehicle and export documentation is not yet available upon conclusion of the agreement, we shall provide an indicative date of arrival, which no rights may be derived from by the other party. If the other party decides to start using a vehicle before all the documentation is available, this shall be entirely at the risk of the other party and any resulting damage may not be recovered from BAS Trucks.
- 8.12 If it becomes apparent that the registration, vehicle and export documentation cannot be provided, the other party may dissolve the agreement. Any expenses incurred will not be recovered from BAS Trucks.
- 8.13 The other party must assess whether the temporary (registration) plates (and insurance) provided (by third parties) are adequate for transport to the destination country, whereby we are not liable for any inaccuracy and/or late/incorrect delivery thereof.

#### **Article 9: Warranty, complaints**

- 9.1 Used vehicles and parts are sold without warranty of any kind and in a condition as seen by the other party on the website or at the sale location and approved by the other party. We are not liable for any hidden or visible defects. Warranty on used vehicles and/or components is issued only if and to the extent specifically stated in the sales agreement.
- 9.2 If the other party makes an appeal to the warranty granted by us in the relevant purchase agreement or submits a complaint, we will assess the warranty or complaint and if necessary settle with due observance of the relevant provisions in the agreement. Warranty claims are not transferable. All warranty requests or complaints must be submitted via [complaints@bastrucks.com](mailto:complaints@bastrucks.com).
- 9.3 Any complaints in respect of both visible defects in goods supplied by us and amounts invoiced must be submitted to us in writing, accompanied by an accurate specification of the facts to which the complaint relates, within three working days after receiving the vehicle or the performance of the work, or after receipt of the invoice. In the absence of such notification, the other party shall be deemed to have approved and accepted the delivered goods without reservation. The right of recovery lapses by the (continued) use of the delivered goods.  
A period of five days after the defects became known or could have been known applies to all other complaints. Upon first request, the concerned goods must be made available to us for investigation.
- 9.4 Complaints may not be submitted if:
- the goods have been used for a purpose other than for which they are normally intended or if, in our opinion, they have been used or transported in an improper manner, or repaired by the other party or a third party;
  - the damage was caused by negligence of the other party (for example, due to insufficient maintenance) or because the other party has acted contrary to our instructions, directions and advice;
  - it concerns parts of which the seal is broken or which tend to be regularly replaced when carrying out maintenance or servicing or which are accessories;
  - the other party has failed to perform any obligation towards us, even if not directly related thereto.
- 9.5 In case the other party - with due observance of the provisions in this article - submits a complaint and his complaint is considered to be valid by us, we will at our discretion, replace the relevant goods free of charge (after which the replaced goods become our property) or repair them or grant a price reduction.
- 9.6 Handling a complaint shall not suspend the payment obligation of the other party.
- 9.7 If a complaint that is not included in the above cases is taken into consideration, this will be entirely voluntarily and the other party may not derive any rights from this.
- 9.8 The warranty claims expire if:
- a. We are not given the opportunity to rectify the defects;
  - b. Third parties have performed work, without our prior knowledge or consent, related to the defect, regarding the remedy of which we have performed work in relation to which the warranty is invoked;
  - c. In case of improper use of the vehicle, which shall include:
    - use for other than normal purposes;
    - overloading;
    - use of wrong fuels and oils;
    - maintenance other than prescribed by us or the manufacturer of the vehicle;
    - improper control, use and/or maintenance;
    - accident, insufficient maintenance.
  - d. If changes have been made to the vehicle by the other party or on the instructions of the other party, unless all this was carried out in full compliance with our written advice or after having received our written consent.
  - e. The other party fails to fulfil the agreed payment obligations and other obligations under the agreement.
- 9.9 Excluded from warranty are:
- emergency repairs;
  - defects in materials or components that have been prescribed or provided by the other party;
  - defects that are the result of designs, drawings, constructions or methods provided by the other party, or recommendations given by the other party;

- deviations in colour or quality of the coating deemed acceptable or unavoidable within the industry.

#### **Article 10: Vehicle history, CE-marking, BMWT certification**

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

#### **Article 11: Retention of title**

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

#### **Article 12: Dissolution**

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

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

- 13.1 We are authorised to suspend our performance (including future partial deliveries) if the other party fails to fulfil any of its obligations or if circumstances that have come to our knowledge give us good reason to fear that the other party will fail to fulfil its obligations, except to the extent mandatory provisions prohibit us in doing so.
- 13.2 We are entitled to exercise the right of retention on all goods of the other party relating to the performance of the agreement, including goods within the scope of the agreement actually held by us, in the event that the other party fails, fully or in part, to fulfil any obligations related to the performance of the agreement or other agreements entered into with the other party.
- 13.3 We are entitled to recover damages (including loss of interest) we have suffered and the costs we had to incur in respect of care of the goods actually held by us (including parking and storage costs) from the other party.

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

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

#### **Article 15: Force Majeure**

- 15.1 In the event that force majeure causes delay in or prevents the performance of the agreement, both we and the other party shall have the right to dissolve the agreement in writing without the other party being entitled to any compensation.
- 15.2 Force majeure on our part also includes any circumstance arisen outside our control, due to which the normal performance of the agreement is prevented. Such circumstances of force majeure shall at any rate include:
- if the production or supply of a certain item is ceased;
  - if we have sold a vehicle yet to be traded in to the other party and said vehicle cannot be delivered to the other party due to circumstances that cannot be attributed to us.
  - loss, damage and/or delay during and due to transport, extreme absenteeism due to illness of personnel, actions/measures at customs, including the blocking, whether temporarily or permanently, of certain geographic areas, fire and other serious breakdowns in our company or at our suppliers.
- 15.3 If the manufacturer, importer or supplier modifies or makes (structural) changes to a product, we shall reserve the right to supply the modified product, provided that the modified product possess at least the normal usage properties of the original product, as well as the special usage properties, if and to the extent as agreed in writing between the other party and us.

#### **Article 16: Liability**

- 16.1 Save for a wilful act or wilful recklessness by us or our managerial personnel (including managing subordinates), our liability will be limited to our warranty obligations set out in article 9 and we shall never be liable for any direct or indirect damage, whether the claim is based on an agreement entered into with us, tort or otherwise.
- 16.2 In the event that we may be liable for any damage, our liability will always be limited to direct damage to property or persons and will never extend to any trading loss or other consequential damage, including loss of income.
- 16.3 In the event that we may be liable for any damage, our liability shall further be limited to the price at which the other party has purchased the product or the amount paid by

- the other party for the assignment, but at any rate with a maximum of the current value of the relevant vehicle.
- 16.4 If we consider there are sufficient grounds that would lead us to not apply the above stipulations contained in this article, our liability shall at all times be limited to that damage and to at most the amount against we are insured for or according to the usages applying in the industry, reasonably ought to have been insured.
- 16.5 Any claim for damages and/or repair of the defect and/or replacement of the item, for whatever reason, shall lapse on the earliest of the following dates: in case of late reporting or by the expiry of 1 year after delivery, installation or completion.
- 16.6 The other party is obliged to indemnify or compensate us for all claims by third parties for compensation of damage, costs or interests for which our liability has been excluded in relation to the other party under these general terms and conditions.
- 16.7 We shall never be liable for damage caused by work related to the products which is not part of our normal work and which is performed by us as a service at the express request of the other party. Such work shall be performed at the expense and risk of the other party. Neither shall we be liable for damage resulting from errors in free advice.
- 16.8 We will insure the risk of loss or damage to goods of the other party, which are held by us, for the period that these goods are held by us. We are liable for goods provided to us by the other party, irrespective of the external cause and irrespective of whether the damage or loss arises during the period that we hold these goods by virtue of an agreement, only to the extent the relevant insurer reimburses the relevant damage. An external cause shall not include the processing of the goods.
- 16.9 If this agreement covers goods that we procure or have procured from third parties, our responsibility and/or liability shall be limited to the responsibility and/or liability to us of that supplier. This provision only applies to the extent that such application is more favourable for the other party than the application of the above provisions.
- 16.10 We are not obliged to provide the other party with replacement transport or provide transport for the items to be transported, nor shall the other party be entitled to reimbursement of the cost of replacement transport.

#### **Article 17: Intellectual property rights**

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

#### **Article 18: Derogation clauses**

- 18.1 If in the case of the sale of particular products of ours special conditions of ours have been agreed upon, such special conditions shall prevail to the extent they relate to those particular products if they were to arise in conflict with these general terms and conditions. For the remainder, these general terms and conditions shall remain their validity.

#### **Article 19: Data processing**

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

#### **Article 20: Applicable law and competent court**

- 20.1 The provisions of the Vienna Sales Convention do not apply, nor any other future international regulation on the sale of goods, of which its applicability may be excluded by the parties.
- 20.2 All agreements to which these general terms and conditions apply in whole or in part are governed by Dutch law.
- 20.3 All disputes arising from or related to the agreement are, insofar as mandatory provisions are not incompatible, exclusively submitted to the competent court within whose jurisdiction we have our place of business, unless we as plaintiff or petitioner elect the competent court of the residence or domicile of the other party.
- 20.4 In the event of a dispute or impending dispute, we shall have the right to have one or more experts conduct or cause to conduct an expert examination at the other party's business.