

GENERAL TERMS AND CONDITIONS CARVENDO B.V.

(version juli 2026)

Article 1 - Definitions

In these general terms and conditions, the following terms shall have the meanings set out below:

1. **Carvendo:** Carvendo B.V., located at Kanaalpark 140, 2321 JV Leiden, the Netherlands, registered with the Chamber of Commerce under number 98117319, VAT number NL868363728B01, trading under the name Carvendo.nl.
2. **Platform:** the online environment of Carvendo, including www.carvendo.nl and any mobile applications, on which vehicles can be offered by sellers and consumers can reserve or purchase vehicles.
3. **Seller:** any natural person or legal entity, including car dealerships and dealers, who offers vehicles for sale to consumers via the Platform.
4. **Consumer:** the natural person who purchases or reserves a vehicle via the Platform and is not acting in the exercise of a profession or business.
5. **Vehicle:** the car that is offered and sold via the Platform.
6. **Agreement:** the purchase agreement concluded via the Platform between a Consumer and a Seller with respect to a Vehicle.
7. **Test Drive Condition:** the provision that the purchase of the Vehicle only becomes final after the Consumer has viewed the vehicle and taken a test drive, and subsequently confirmed the purchase in writing or electronically.
8. **User:** any visitor to the Platform, regardless of whether he or she proceeds to purchase.
9. **In Writing:** both by letter and by electronic communication, provided that receipt by the addressee can be established.

Article 2 - Applicability

1. These general terms and conditions apply to all use of the Platform and to all agreements concluded via the Platform between a Consumer and a Seller.
 2. By using the Platform or placing an order, the User accepts the applicability of these general terms and conditions.
 3. Carvendo is not a party to the purchase agreement between Consumer and Seller, but acts solely as a platform provider and intermediary.
 4. Deviations from these terms and conditions are only valid if agreed in writing with Carvendo.
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Article 3 - Role of Carvendo

1. Carvendo provides a digital platform on which Seller(s) can offer vehicles and Consumers can reserve or purchase vehicles.
2. Carvendo is not the owner of the vehicles and is not the selling party. The purchase agreement is concluded directly between the Consumer and the Seller.
3. Upon request, Carvendo mediates in the conclusion of a financing agreement between the Consumer and a recognised credit provider, solely under the exemption referred to in Article 2:84, paragraph 1, subsection d, of the Dutch Financial Supervision Act (goods credit). Carvendo is not a credit provider, does not receive payments and does not manage funds.
4. Carvendo may perform administrative, communicative or logistical services to support the purchase process, but is not responsible for the condition, quality, completeness or conformity of the vehicle.
5. Carvendo verifies the identity of affiliated Seller(s), but is not liable for incorrect or incomplete information provided by the Seller.

Article 4 - Conclusion of the Purchase

1. The Consumer may select, reserve and purchase a vehicle online via the Platform, subject to a test drive.
2. The purchase agreement between the Consumer and the Seller is concluded as soon as the Consumer confirms the purchase via the Platform and the Seller has accepted this confirmation.
3. The purchase becomes final after the Consumer has viewed the vehicle and taken a test drive, and has subsequently confirmed in writing or digitally that he wishes to proceed with the purchase.
4. If the Consumer decides not to proceed with the purchase after the test drive, the reservation will be cancelled free of charge. In that case, the Consumer shall not owe any costs, unless damage to the vehicle has occurred through his actions. If the Consumer has definitively confirmed the purchase and cancels the purchase in the period after confirmation but before delivery, the Consumer shall owe cancellation costs of 15% of the full purchase price including any taxes. These cancellation costs constitute a reasonable pre-fixed compensation for damages to cover the costs incurred by Carvendo and/or the Seller upon cancellation, including administrative costs, the vehicle being unavailable for sale during the reservation period, and obligations towards the Seller. This percentage is customary in the automotive industry.
5. The Consumer has no right of withdrawal of 14 days as referred to in Article 6:230o of the Dutch Civil Code if the purchase is concluded following viewing and a test drive in accordance with paragraph 3. The reason for this is that the purchase agreement only becomes final after the Consumer has physically viewed the vehicle and taken a test drive, after which the Consumer expressly confirms the purchase in writing or digitally. The test drive condition thus replaces the function of the right of withdrawal: the Consumer is given the opportunity to assess the vehicle in practice before committing definitively.
6. If the Consumer expressly waives the viewing and/or test drive, this constitutes a distance sale and the statutory right of withdrawal of fourteen (14) days after delivery of the vehicle applies. In that case, the Consumer may expressly request that the vehicle be made road-ready and delivered before the expiry of the withdrawal period. By making this

request, the Consumer agrees that Carvendo and/or the Seller will immediately commence the work to make the vehicle road-ready.

7. If the Consumer exercises his right of withdrawal as referred to in paragraph 6, he shall owe Carvendo and/or the Seller compensation for the work already performed. This compensation relates to the actual costs of making the vehicle road-ready, including but not limited to: MOT inspection (APK), technical inspection, cleaning, minor repairs and delivery preparations. The estimated amount of these costs is approximately €750 to €1,250, depending on the vehicle. The exact costs will be communicated to the Consumer prior to final confirmation.
8. Carvendo and/or the Seller shall inform the Consumer who waives viewing and/or test drive, prior to final confirmation, about the right of withdrawal, the manner in which it can be exercised, and shall provide the model withdrawal form.

Article 5 - Payment

1. Payment of the purchase price shall be made directly from the Consumer to the Seller.
2. In case of financing, payment shall be made directly from the relevant credit institution to the Seller.
3. Carvendo is not a party to the payment, does not receive any funds and bears no responsibility for the receipt or processing of payments.
4. The Seller is responsible for correct invoicing and processing of the payment.
5. If the Consumer does not pay on time, only the Seller is entitled to take collection measures.

Article 6 - Delivery and Transfer of Ownership

1. Delivery of the vehicle takes place by or on behalf of the Seller, at its business location or at a delivery address agreed upon in consultation.
2. Ownership of the vehicle shall only pass to the Consumer after the full purchase price has been paid and the vehicle has actually been delivered to the Consumer.
3. The risk of loss or damage to the vehicle passes to the Consumer at the moment of actual delivery.
4. From the moment of delivery, the Consumer is responsible for the legally required insurance of the vehicle.

Article 7 - Test Drive and Confirmation

1. After reservation, the Consumer has the right to view the vehicle and take a test drive, within a reasonable period determined by the Seller or Carvendo.
2. During the test drive, the Consumer may only use the vehicle for the purpose of assessing its condition, performance and driving characteristics.
3. Any damage that occurs during the test drive due to attributable conduct of the Consumer shall be entirely at his expense.
4. After the test drive, the Consumer must confirm the purchase digitally or in writing.

5. If the Consumer does not confirm within the agreed period, the reservation shall automatically expire and the Seller shall be free to offer the vehicle again.

Article 8 - Warranty and Non-Conformity

1. The statutory conformity guarantee applies to the purchase of the vehicle. The vehicle must comply with what the Consumer may reasonably expect on the basis of the agreement.
2. Every Seller affiliated with Carvendo who is a member of BOVAG delivers the car with BOVAG warranty conditions. If the Seller is not a BOVAG member, the car is delivered with 12 months warranty via AutoTrust warranty. If the Seller applies additional warranty conditions, these shall be clearly communicated to the Consumer prior to the purchase.
3. Complaints or defects must be reported to the Seller in writing or by e-mail as soon as possible, but no later than two (2) months after discovery. Notification within this period shall in any case be considered timely. In the absence of timely notification, the Consumer can no longer invoke the defect, unless the nature of the defect or the circumstances of the case justify a longer period.
4. Carvendo is not liable for defects in vehicles, but may, upon request, mediate between Consumer and Seller in handling complaints.

Article 9 - Complaints Procedure

1. Complaints about the performance of the agreement or about Carvendo's services may be submitted in writing or by e-mail via info@carvendo.nl.
2. Carvendo shall acknowledge receipt of the complaint within five (5) working days and shall endeavour to provide a substantive response within fourteen (14) days.
3. If a complaint cannot be handled within this period, the Consumer shall be informed accordingly with an indication of the expected settlement date.
4. Disputes about the performance of the purchase agreement itself should be directed to the relevant Seller.

Article 10 - Liability

1. Carvendo is not liable for damage arising from or related to the agreement between Consumer and Seller, including defects in the vehicle, delay in delivery or incorrect information provided by the Seller.
2. Carvendo is not liable for damage arising from or related to the financial settlement of the purchase or the conclusion of a credit agreement between the Consumer and a third-party financier.
3. Carvendo's liability is limited to direct damage resulting from demonstrable negligence on the part of Carvendo itself and shall not exceed the amount paid out by its liability insurance.
4. Carvendo shall never be liable for consequential damage, business damage, loss of profit or indirect damage.

Article 11 - Processing of Personal Data

1. Carvendo processes personal data of Users, Consumers and Sellers solely in accordance with the General Data Protection Regulation (GDPR) and its privacy policy, as published on www.carvendo.nl.
2. Personal data is used solely for facilitating the purchase, mediating in financing and improving services.

Article 12 - Force Majeure

Carvendo and/or the Seller shall not be obliged to fulfil any obligation if they are prevented from doing so by force majeure, including but not limited to: disruptions in internet connections, technical defects, government measures, strikes, pandemics or other circumstances that cannot be attributed to them.

Article 13 - Applicable Law and Disputes

1. These general terms and conditions and all agreements concluded via the Platform are exclusively governed by Dutch law.
2. Disputes between Consumer and Seller shall initially be resolved mutually.
3. Disputes in which Carvendo is a party or becomes involved shall be submitted to the competent court in The Hague, unless mandatory law provides otherwise.

Article 14 - Final Provisions

1. If any provision of these terms and conditions is void or voidable, the remaining provisions shall remain in full force and effect.
2. Carvendo is entitled to amend these terms and conditions. The amended terms and conditions shall enter into force upon publication on the Platform and shall apply to new agreements from that date.