## GENERAL TERMS & CONDITIONS - HOLLAND BUS TRADING B.V.

Version: July 2025

Applicable to all offers, agreements, and deliveries of Holland Bus Trading B.V., located at Staalstraat 12, 2984 AJ Ridderkerk, Chamber of Commerce number 97426520.

## I. GENERAL PROVISIONS

- 1. Applicability
- 1.1 These conditions apply to all transactions where Holland Bus Trading B.V. ("HBT") acts as seller or buyer of used coaches.
- 1.2 Deviations are only binding if agreed in writing.
- 1.3 These conditions only apply to transactions with business customers (B2B). Consumer transactions are explicitly excluded.
- 2. Offer and agreement
- 2.1 Offers from HBT are non-binding and indicative.
- 2.2 An agreement is only concluded after written confirmation (including by e-mail) by HBT.
- 2.3 E-mail correspondence is valid legal communication.
- 3. Privacy and data
- 3.1 Personal data is only used for executing transactions and customer management, in line with applicable law.
- 4. Applicable law and competent court
- 4.1 All agreements are governed exclusively by Dutch law.
- 4.2 Disputes will be submitted to the competent court in Rotterdam.
- II. SALES TERMS (HBT AS SELLER)
- 5. Payment
- 5.1 Unless otherwise agreed, full payment must be made before delivery or collection.
- 5.2 As long as full payment has not been received, the vehicle remains the property of HBT.
- 5.3 Payment is made via bank transfer. All bank costs are for the buyer's account.
- 6. Delivery, collection, and transfer of risk
- 6.1 Delivery takes place by collection by or on behalf of the buyer, unless otherwise agreed in writing.
- 6.2 The risk for the vehicle transfers to the buyer at the moment of collection, or in case of transport at the moment of transfer to the carrier.
- 6.3 Any damage during or after transport is entirely at the buyer's risk.
- 7. Condition of the vehicle / inspection

- 7.1 Vehicles are sold "as seen", in the condition they are in at the time of sale.
- 7.2 The buyer has had the opportunity to inspect the vehicle prior to purchase or to engage third parties for this.
- 7.3 HBT provides no warranty, explicit or implied, regarding the condition, technical operation, or fitness for any purpose, including suitability for inspection or admission in other countries.
- 8. Liability and exclusions
- 8.1 HBT is not liable for any damage, direct or indirect, arising from the use of the vehicle.
- 8.2 HBT is not liable for defects that become apparent after delivery, unless there is intent or deliberate misrepresentation.
- 8.3 Any further or additional liability is excluded.
- 9. Return and cancellation
- 9.1 Returning or cancelling the purchase is excluded after payment, unless expressly agreed otherwise in writing.
- III. PURCHASE TERMS (HBT AS BUYER)
- 10. Delivery and inspection
- 10.1 Delivery of a vehicle by the seller to HBT only takes place after written confirmation of the purchase by HBT.
- 10.2 HBT has the right to inspect (or have inspected) the vehicle prior to payment.
- 10.3 If the vehicle materially deviates from the description or contains defects affecting safety, operation, or registration, HBT has the right to cancel the purchase without further obligations.
- 11. Transfer of ownership and payment
- 11.1 HBT only pays after the vehicle has been inspected and approved.
- 11.2 Transfer of ownership only takes place after full payment.
- 11.3 Any hidden charges, seizures, or legal claims on the vehicle are entirely the seller's responsibility. The seller guarantees that the vehicle is free of encumbrances.
- 12. Seller liability
- 12.1 The seller is liable for defects that come to light within 14 days after delivery and that demonstrably already existed before transfer, unless the vehicle is immediately used or resold by HBT. In that case, liability ends at the moment of transfer to a third party or from use by HBT. 12.2 If the vehicle is not roadworthy, functional, or legally usable upon delivery, HBT reserves the right to claim damages or dissolve the agreement.

## IV. PUBLICATION AND ACCEPTANCE

13.1 These conditions are published at:

[Dutch] www.hollandbustrading.nl/nl/voorwaarden

[English] www.hollandbustrading.nl/en/conditions

13.2 By agreeing to an offer or sales contract with HBT, the customer accepts these terms.

For questions or comments: info@hollandbustrading.nl