

# GENERAL TERMS AND CONDITIONS

## Definitions and applicability

**1.1** These General Terms and Conditions apply to all offers, quotations, agreements, deliveries and invoices of **Holland Bus Trading B.V.**, established in Ridderkerk, hereinafter referred to as "HBT".

**1.2** These Terms and Conditions apply exclusively to business customers (B2B). Transactions with consumers are expressly excluded.

**1.3** Any general (purchase) conditions of the counterparty are expressly rejected.

**1.4** Deviations from these Terms and Conditions are only valid if expressly agreed in writing by HBT.

**1.5** "Vehicles" means touring coaches, buses, minibuses and related vehicles, including accessories and appurtenances.

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## Offers and formation of the agreement

**2.1** All offers and price quotations issued by HBT are without obligation and constitute an invitation to negotiate only.

**2.2** Obvious mistakes, typographical errors or inaccuracies in offers or communications are not binding on HBT.

**2.3** An agreement is concluded only after written confirmation by HBT, including confirmation by e-mail or a purchase agreement signed by both parties.

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## Prices, payment and security

**3.1** All prices are exclusive of VAT, taxes, levies and costs, unless stated otherwise.

**3.2** Unless agreed otherwise in writing, full payment must be received prior to delivery or collection of the vehicle.

**3.3** In the event of late payment, the counterparty shall be in default by operation of law and shall owe statutory commercial interest as well as extrajudicial collection costs.

**3.4** HBT is entitled to suspend its obligations until full payment has been received.

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## Retention of title

**4.1** All delivered vehicles remain the property of HBT until the full purchase price has been paid.

**4.2** If the counterparty fails to meet its payment obligations, HBT is entitled to repossess the vehicle wherever it may be located, at the counterparty's expense and risk.

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## **Delivery, collection and transfer of risk**

**5.1** Delivery takes place by collection by or on behalf of the buyer, unless agreed otherwise in writing.

**5.2** The risk of the vehicle transfers to the buyer at the moment of collection or handover to a carrier.

**5.3** Any damage during or after transport is entirely at the buyer's risk.

**5.4** If the vehicle is not collected within 7 calendar days after the agreed collection date, HBT is entitled to charge storage costs of **EUR 50 per calendar day** until collection takes place.

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## **Condition of the vehicle, inspection and warranty**

**6.1** Vehicles are sold in the condition in which they are at the time of sale ("as is, where is").

**6.2** The buyer declares that it has inspected the vehicle or has had the opportunity to do so.

**6.3** No warranty is provided for used vehicles, unless expressly agreed otherwise in writing.

**6.4** Test drives may only take place with prior permission from HBT and are entirely at the risk of the buyer or its representative. HBT is entitled to record and photograph a valid identification document of the test driver. These details will be stored solely for the handling of any fines, damages or claims and for a maximum period of six (6) months.

**6.5** Any damage occurring during or as a result of a test drive shall be fully borne by the test driver and must be settled via the test driver's insurance.

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## **Liability**

**7.1** HBT shall only be liable for direct damage that is the demonstrable and direct result of an attributable failure by HBT in the performance of the agreement.

**7.2** Any liability of HBT shall in all cases be limited to the amount paid out under HBT's business liability insurance.

**7.3** If no payment is made under the insurance, HBT's liability shall be limited to a maximum of **EUR 5,000 per vehicle**.

**7.4** Liability for indirect damage, consequential damage, loss of profit, business interruption, reputational damage or lost savings is expressly excluded.

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## **Cancellation and refusal of acceptance**

**8.1** In the event of cancellation of the agreement or refusal to accept delivery by the buyer, other than due to an attributable failure by HBT, the buyer shall owe HBT an immediately payable compensation of **20% of the agreed purchase price**, with a minimum of **EUR 2,000**.

**8.2** This compensation serves to cover costs incurred and lost margin. To the extent

permitted by law, HBT reserves the right to claim additional damages solely insofar as the actual damage demonstrably exceeds the amount referred to in Article 8.1.

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## **Export and international sales**

**9.1** In the case of export sales, HBT shall, if agreed, arrange the Dutch export formalities, including deregistration with the RDW and preparation of export documentation. At the buyer's request, HBT may also arrange export license plates and accompanying insurance.

**9.2** The buyer is at all times solely responsible for import, admission, registration, taxes, duties and compliance with regulations in the country of destination.

**9.3** The risk of the vehicle transfers to the buyer:

- (a) in case of collection by or on behalf of the buyer: at the moment of actual handover;
- (b) in case of delivery by HBT to a carrier: at the moment of handover to that carrier;
- (c) in case of transport by sea: at the moment the vehicle is handed over to the shipping or ferry company.

**9.4** Application of the 0% VAT rate is only possible if the buyer timely provides all legally required proof documents. If such documents are missing or incomplete, HBT is entitled to charge the VAT to the buyer retroactively.

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## **Consignment**

**10.1** If a vehicle is offered to HBT on a consignment basis, ownership remains with the consignor until sale and full payment by the end customer have taken place.

**10.2** HBT acts as an intermediary in consignment sales and is not liable for failure to sell the vehicle.

**10.3** HBT is entitled to offset costs, commissions and expenses incurred against the sale proceeds.

**10.4** The consignor indemnifies HBT against all third-party claims relating to the vehicle.

**10.5** HBT is entitled to terminate the consignment agreement at any time, without stating reasons and free of charge, with immediate effect.

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## **Force majeure**

**11.1** HBT is not obliged to perform its obligations if it is prevented from doing so due to force majeure, including but not limited to government measures, transport impediments, illness or failure of third parties.

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## **Complaints**

**12.1** Complaints must be submitted in writing and with reasons within **7 calendar days** after delivery.

**12.2** After expiry of this period, the delivery shall be deemed to have been irrevocably accepted.

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## **Governing law and competent court**

**13.1** All agreements are exclusively governed by Dutch law.

**13.2** Any disputes shall be submitted to the competent court in **Rotterdam**.

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## **Final provision**

**14.1** HBT reserves the right to unilaterally amend these General Terms and Conditions. The most recent version shall always apply and is available upon request.