

General Terms and Conditions of Sale and Delivery KULK TRUCKS

Applicable Law and Competent Court

All offers, agreements and resulting legal relationships are exclusively governed by Dutch law. Disputes shall be submitted exclusively to the competent court in The Hague. The Vienna Sales Convention (CISG) does not apply.

I. GENERAL

- 1. These terms and conditions apply to all offers, orders, contracts of sale/purchase of goods, contracts for services and other legal relationships, including negotiations regarding such contracts with KULK TRUCKS, established at Laan van Verhof 6, 2231 BZ RIJNSBURG, hereinafter referred to as KULK TRUCKS, unless otherwise specified in offer or agreement. These terms may be cited as AVW-KULK. (These terms also apply to future agreements with the client.)**
- 2. Additions or deviations from these terms must be agreed in writing (including electronically, provided verifiable). Such additions and deviations apply only to the agreement for which they were made.**
- 3. Rights and obligations under agreements between KULK TRUCKS and the client may not be transferred by the client to third parties without the prior written consent of KULK TRUCKS.**
- 4. The provisions of Section 1, Title 7 of Book 7 of the Dutch Civil Code (assignment).**
- 5. The applicability of additional or deviating clauses or conditions used by the client or referred to, or any other customary industry terms, is expressly rejected.**
- 6. In case of conflict between translations of these terms and the Dutch text, the Dutch text shall prevail.**
- 7. If KULK TRUCKS and the client have entered into a separate agreement to which these terms apply, the provisions of the agreement shall prevail in case of conflict.**

II. OFFERS

- 1. All offers made by KULK TRUCKS are without obligation.**
- 2. All offers are based on delivery under normal circumstances and during regular working hours.**
- 3. Illustrations, catalogues, drawings and other specifications regarding sizes, weights and other data are as accurate as possible. They are only binding on KULK TRUCKS if expressly confirmed in writing.**
- 4. The client is obliged to return to KULK TRUCKS, upon request, any documents and data carriers provided by KULK TRUCKS.**

III. AGREEMENTS

- 1. An agreement is concluded subject to the suspensive condition that KULK TRUCKS has approved and confirmed the order or assignment in writing (including electronically), or has begun executing the order or assignment. The content of the**

agreement is determined by KULK TRUCKS's quotation and/or order confirmation and these terms and conditions.

2. If an agreement between KULK TRUCKS and the client is concluded electronically, KULK TRUCKS is not obliged to confirm receipt of the client's statements, and the client is not entitled to dissolve the agreement on the grounds of the absence of such confirmation.
3. Orders from and acceptances by the client are considered irrevocable. The client may only cancel or amend an order or assignment with KULK TRUCKS's consent, to the extent reasonably required of KULK TRUCKS, and subject to payment of cancellation costs amounting to 15% of the purchase price (excluding VAT). If the modifications and/or additions requested by the client result in additional costs for KULK TRUCKS, KULK TRUCKS is entitled to charge these in full to the client. In such cases, KULK TRUCKS is also entitled to set a new delivery time. Cancellation is not possible if the order concerns items specially adapted, assembled, or loaded (e.g., stacking) for the client, or services/work carried out specifically at the client's request.
4. KULK TRUCKS is at all times entitled to terminate negotiations with the client and/or to wholly or partially reject an electronic or written order placed by the client within 24 hours of receipt, without giving reasons and without being liable for any compensation.
5. All (price) quotations, advertisements, images, and other indications and descriptions of the goods have been made with care, but KULK TRUCKS does not guarantee that no deviations may occur, for example regarding colors. If the client demonstrates that the delivered goods deviate from KULK TRUCKS's specifications to such an extent that the client cannot reasonably be required to accept them, the client has the right to demand delivery of the missing items or to dissolve the agreement insofar as justified by the deviation. (Minor color or model deviations do not entitle the client to dissolution or compensation.)
6. KULK TRUCKS is not obliged to verify the correctness of the client's orders, requests, or communications. KULK TRUCKS cannot be held liable for shortcomings resulting from incorrect or incomplete information provided by the client. The client is liable for damage and costs arising from the provision of incorrect information to KULK TRUCKS.
7. The client is obliged to provide KULK TRUCKS with all information reasonably necessary to establish the client's identity (know your customer), the purpose of the assignment or agreement with KULK TRUCKS, and the (final) destination of the goods to be supplied by KULK TRUCKS, so that KULK TRUCKS can comply with applicable laws and regulations. (If the client does not provide the requested information, KULK TRUCKS is entitled to dissolve the agreement.)
8. KULK TRUCKS processes the client's personal data necessary to comply with applicable laws and regulations (e.g., VAT, RDW) and to draft and execute the agreement, in accordance with the General Data Protection Regulation. These data are not retained longer than necessary. KULK TRUCKS does not provide personal data to third parties unless legally required. The client may request access,

correction, or deletion of their personal data processed by KULK TRUCKS. KULK TRUCKS has implemented technical and organizational measures to prevent breaches related to personal data.

IV. PRICES

- 1. All price quotations and the prices charged by KULK TRUCKS are the prices applicable at the time of the offer or the conclusion of the agreement, ex RIJNSBURG, excluding VAT and other costs applicable to the agreement, such as duties and tariffs.**
- 2. If, after the submission of the offer, there is a change in any of the price-determining factors, KULK TRUCKS is entitled to adjust the prices accordingly, even if the agreement has already been concluded.**
- 3. Price increases of more than 10% give the client the right to dissolve the agreement, provided this is done in writing within seven days after receipt of the relevant notification. Such dissolution does not entitle the client to any compensation for damages.**
- 4. KULK TRUCKS only accepts payments from a bank account in the name of the party with whom the agreement was concluded. Payments from third parties are not accepted, unless otherwise agreed (see Article V, clause 9, GTC).**

V. PAYMENT

- 1. The client is obliged to pay all invoices before delivery of the relevant goods or before performance of the relevant services (payment in advance), unless otherwise agreed in writing, and is not entitled to suspend payment, set off, or apply any discount. KULK TRUCKS will not deliver the relevant goods or perform the relevant services until full payment of the invoice has been made, or, at KULK TRUCKS' discretion, sufficient security for payment has been provided.**
- 2. If invoices are not paid in accordance with Article V.1, the client is automatically in default upon expiry of the agreed payment term, without the need for a notice of default, regardless of whether the delay is attributable to the client.**
- 3. Without prejudice to any other rights, KULK TRUCKS is entitled to charge interest on the outstanding amount at 1% per month (any part of a month counted as a full month), calculated from the relevant due date.**
- 4. KULK TRUCKS is entitled to postpone new deliveries until the client has fulfilled all outstanding payment obligations.**
- 5. All extrajudicial and judicial costs incurred by KULK TRUCKS in connection with a dispute with the client, whether as claimant or defendant, are at the client's expense. Extrajudicial collection costs are set at 15% of the outstanding amount, with a minimum of EUR 200 per case, and judicial collection costs are based on the actual amount paid by KULK TRUCKS in connection with the proceedings, even if this exceeds the liquidated court costs.**
- 6. Incoming payments will be applied to the oldest outstanding items first – including interest and costs – even if the client indicates otherwise.**

7. In the event of late payment, any exchange rate loss disadvantageous to KULK TRUCKS shall be borne by the client. Reference dates are the invoice due date and the date of payment.
8. KULK TRUCKS is entitled to set off, including but not limited to offsetting any amounts owed by the client to KULK TRUCKS, whether due or not, in any currency, against amounts owed by KULK TRUCKS to the client, whether due or not, regardless of the legal relationship.
9. Payments must be made exclusively from a bank account in the name of the client as stated on the invoice and with whom the agreement was concluded. Payments from third parties or affiliated companies will not be accepted and do not discharge the client under Article 6:30 Dutch Civil Code, unless KULK TRUCKS has provided prior written consent. The risk of non-attributable or refused payments lies entirely with the client.
10. All international payments must be made with the OUR cost option, so that all bank and transaction fees are borne by the client. Any deductions or charges by foreign banks will not be accepted as partial payment. GB Engels (English)
11. All payments shall be made exclusively by bank transfer to a bank account designated by the Seller, unless expressly agreed otherwise in writing in advance. Cash payments are expressly excluded.
12. If and insofar as agreed in writing, cash payment shall be permitted solely up to a maximum amount of EUR 2,999 per agreement. The Seller shall be entitled to refuse a cash payment without stating reasons, inter alia in accordance with applicable laws and regulations. The Buyer shall be fully and exclusively responsible for the timely, complete and accurate provision of all documents, data and records required by the Seller and/or required by law, including but not limited to: identification data, company information, powers of attorney, export documentation, registration documents and any other documents required for the transfer, registration and/or export of the vehicle.
13. Delivery and transfer of ownership of the vehicle shall only take place after:
 - a. the full purchase price has been unconditionally credited to the Seller's bank account; and
 - b. all documents referred to in Clause 12 have been fully and correctly provided by the Buyer and approved by the Seller.
14. If the Buyer fails to comply, fails to comply in a timely manner or fails to comply fully with its obligations under this Article, the Seller shall be entitled to suspend performance of the agreement, postpone delivery and/or terminate the agreement in whole or in part, without the Seller being liable for any damages whatsoever.
15. All costs, delays, penalties, administrative charges and any other consequences arising from the failure to provide, or the incorrect provision of, the required documents shall be borne entirely by the Buyer and at the Buyer's risk.

VI. DELIVERY TIME, DELIVERY, RISK

1. The specified or agreed delivery period is automatically extended, in whole or in part, for the duration(s) during which:
 1.
 - there are delays in supply and/or shipment and/or any other circumstance temporarily preventing performance, whether or not attributable to KULK TRUCKS or foreseeable;
 2.
 - the client fails to meet one or more obligations to KULK TRUCKS or, in KULK TRUCKS' sole opinion, there is a justified fear that they will fail;
 3.
 - the client prevents KULK TRUCKS from performing the agreement, for example by failing to provide the delivery location or the information, goods, or facilities required to perform the agreement.
2. Delivery in the Netherlands takes place from the warehouse in Rijnsburg unless otherwise agreed in writing. All goods are transported at the client's expense and risk, even if shipped free freight.
3. If KULK TRUCKS arranges shipment at the client's request or if the agreed ICC Incoterms place this obligation on KULK TRUCKS, the time, method, and route of shipment are at KULK TRUCKS' discretion. Transport insurance is only arranged at the client's express request, and all related costs are borne by the client. "Goods" means only items sold by KULK TRUCKS and never any cargo offered or loaded by the client. KULK TRUCKS accepts no liability for such cargo. (The client expressly agrees before transport occurs.)
4. Delivery is deemed to have occurred when the goods are made available by KULK TRUCKS to the client (Ex Works) or the client's appointed carrier (FCA). If the client or carrier does not collect the goods, the client is immediately in default, and the goods are stored at the client's expense and risk. If the client refuses to take delivery within a period set by KULK TRUCKS, KULK TRUCKS may terminate the agreement wholly or partially and dispose of the goods, including any related cargo, as it sees fit, without liability for damages. KULK TRUCKS may apply the proceeds against its claim. Any remaining balance is held for one year and can be requested in writing with proof; otherwise, it reverts to KULK TRUCKS.
5. Deliveries outside the Netherlands are FCA RIJSBURG, unless another ICC Incoterm (latest version) is agreed in writing.
6. KULK TRUCKS may deliver or perform work in parts and invoice separately.
7. If the purchased goods are not collected within 14 calendar days after the agreed delivery date, storage costs of €10 (excl. VAT) per day are charged. If the client fails to pay on time, a penalty of €500 (excl. 21% VAT) per started week applies, in addition to statutory interest from the day after the due date (Art. 6:119 BW).

VIa. EXPORT AND SANCTION PROVISIONS

- 1. The client guarantees that KULK TRUCKS goods will not be sold, delivered, exported, re-exported, or otherwise made available to countries, persons, or entities subject to international sanctions, embargoes, or export restrictions.**
- 2. In particular, sale, delivery, or transit of goods to Russia and Belarus is expressly prohibited.**
- 3. The client may not resell or transfer goods to third parties known or reasonably suspected to supply sanctioned countries, persons, or entities.**
- 4. Breach of this article allows KULK TRUCKS to immediately terminate the agreement wholly or partially without judicial intervention (Art. 6:265 BW), without prejudice to full damages (Art. 6:74 BW).**
- 5. In addition, the client owes an immediately payable penalty of €50,000 per breach and €5,000 per day of continuation (Art. 6:93 BW).**
- 6. The client must, at KULK TRUCKS' request, provide the final destination of the goods and copies of export, transport, and destination documents. Refusal is considered a breach.**

VIb. Compliance and KYC

- 1. The client declares that they comply with all applicable anti-money laundering and counter-terrorist financing laws (WWFT) and international sanctions regimes.**
- 2. KULK TRUCKS may verify the client's identity, UBOs (Ultimate Beneficial Owners), source of funds, and (final) destination of goods. The client must provide all relevant information immediately.**
- 3. Payments must be made only from a bank account held at an EU- or FATF-recognized bank.**
- 4. KULK TRUCKS may refuse, terminate, or suspend a transaction if there are indications of breach of WWFT, sanctions, or internal compliance rules, without liability.**

VII. Warranty, Complaints, and Confidentiality

- 1. New Units**
 - 1.1 If delivery is not made on time, KULK TRUCKS is not liable for any consequences.**
 - 1.2 Goods sold by the seller are of high quality and free from material or manufacturing defects.**
 - 1.3 New units are subject only to the manufacturer's twelve (12) month warranty from the production date; KULK TRUCKS is not liable for warranty claims.**
- 2. Used Units**
 - 2.1 Used units are sold as-is, as seen and approved by the buyer, including all visible and invisible (hidden) defects, without any express or implied warranty and without guarantee of fitness for use.**
 - 2.2 The buyer had the opportunity to inspect the goods to their satisfaction prior to delivery.**

2.3 The buyer is responsible for compliance with all applicable traffic laws before using the vehicle on public roads.

2.4 The seller provides no warranty for the indicated mileage.

2.5 The seller is under no obligation to investigate prior damage.

2.6 Transport of the goods is entirely at the buyer's risk.

3. Confidentiality

3.1 Parties undertake strict confidentiality regarding all data and/or information concerning the other party that they become aware of while performing the agreement.

3.2 Breach of this confidentiality obligation results in an immediately payable penalty of twenty percent (20%) of the total contract amount per violation, without prejudice to the right to full compensation.

4. General Warranty and Complaint Policy

4.1 Goods supplied by KULK TRUCKS comply with the specifications set out in the agreement.

4.2 KULK TRUCKS trades in used goods (resale) which carry increased risk; the client acknowledges and accepts this risk.

4.3 No warranty is provided unless explicitly agreed otherwise, except for any manufacturer warranty.

4.4 Work is carried out to the best of ability, according to common standards and current expertise (effort obligation).

4.5 If KULK TRUCKS loads the goods at the client's request, this is entirely at the client's expense and risk, without liability of KULK TRUCKS.

5. Warranty Claims and Defect Notification

5.1 Warranty claims are non-transferable.

5.2 The client must inspect goods upon delivery for visible defects and report them in writing within three (3) days.

5.3 Other defects must be reported in writing no later than five (5) days after discovery.

5.4 Failure to report in time voids the right to warranty or complaint.

5.5 Goods must be made available in original condition for inspection upon KULK TRUCKS' first request.

6. Exclusions from Complaints

Complaints are excluded if:

6.1 goods are used, transported, modified, or repaired improperly;

6.2 damage is caused by negligence or actions contrary to KULK TRUCKS' instructions;

6.3 it concerns parts whose seal is broken or parts regularly replaced;

6.4 the client fails to fulfill obligations to KULK TRUCKS;

6.5 the client fails to take measures to prevent further damage.

7. Other Provisions

7.1 KULK TRUCKS does not guarantee defects resulting from compliance with mandatory legal provisions regarding used materials.

7.2 If a complaint is justified, KULK TRUCKS may replace, repair, or provide a price reduction at no cost.

- 7.3 Handling a complaint does not suspend the client's payment obligation.**
- 7.4 Complaints outside these cases are handled voluntarily without granting any rights.**
- 7.5 All claims for non-conforming goods or services expire one (1) year after delivery or termination of services.**

VIII. INSPECTION

The client has, at their own expense, the right to inspect the goods prior to delivery at the time and place determined by KULK TRUCKS. If the client does not inspect or report defects within a specified period, the goods will be deemed approved.

IX. NON-PERFORMANCE/TERMINATION/SUSPENSION

1. KULK TRUCKS is entitled to immediately, without judicial intervention, wholly or partially terminate the agreement or suspend its performance, without prejudice to any other rights (such as performance and/or compensation) if:
 1. the client acts in violation of any provision of the agreement (including these terms) between the parties;
 2. the client applies for a suspension of payments or declares bankruptcy;
 3. the client's bankruptcy is filed or declared;
 4. the client's business is shut down or liquidated;
 5. an out-of-court settlement is offered.

In such cases, all claims of KULK TRUCKS against the client are immediately due, without KULK TRUCKS being obliged to provide compensation or guarantee.

2. The provisions in paragraph 1 apply correspondingly if the client, after being invited in writing, does not provide adequate security within seven days to the satisfaction of KULK TRUCKS. All costs associated with providing security are borne by the client.
3. If the client does not pay on time or fails to take delivery for more than forty days, KULK TRUCKS is entitled, without further notice, to resell the goods, in which case any deposit paid to KULK TRUCKS will be forfeited as compensation for the damage suffered, unless the client provides evidence that the damage was less.

X. RETENTION OF TITLE

1. Delivery takes place under retention of title. This reservation applies to claims for payment of all goods delivered or to be delivered by KULK TRUCKS to the client under any agreement and/or in the context of performed work, as well as to claims arising from the client's failure to comply with these agreements.
2. In the event of non-performance by the client, or if KULK has good reason to fear non-performance, KULK is entitled to repossess the delivered goods that have remained its property under the previous paragraph. Such repossession shall be

considered a termination of the agreement(s) concluded with the client. The client irrevocably authorizes KULK and its representatives to retrieve the relevant goods wherever they may be and to enter such locations, and shall ensure that this right is recognized by the client's purchasers. The client shall provide all necessary cooperation. All costs related to repossession are borne by the client.

3. The client is entitled, to the extent necessary in the normal course of business, to dispose of goods under retention of title, but is expressly not allowed to create any limited right on these goods, including pledge rights. If the client exercises this right, they must deliver the goods to third parties only under the retention of KULK's title. The client must also, at KULK's first request, grant a first-ranking silent pledge on claims against such third parties and declare in the pledge deed that they are authorized to pledge and that no limited rights exist on the pledged claims. If the client refuses, this provision shall serve as an irrevocable power of attorney for KULK to establish this pledge.
4. The property law effects of retention of title with respect to the goods shall be governed by Dutch law, or, at KULK's choice, by the law of the country of destination of the goods, provided that (i) the law of that country offers better protection for KULK than Dutch law, and (ii) the goods are actually imported into the country of destination.
5. In the event of seizure of goods owned by KULK or in case of bankruptcy application, (provisional) suspension of payments, or application of the WSNP by or on the client, the client shall immediately inform KULK and, in case of seizure, notify the seizing party that the goods have been delivered under retention of title.

XI. RIGHT OF RETENTION

KULK is entitled to suspend the delivery of any goods of the client in its possession under an agreement until KULK's claim under that agreement, including interest and costs, is fully paid.

XII. TRADE-IN

If the client continues to use a traded-in motor vehicle while awaiting delivery of the ordered vehicle, this is at their own risk, and all costs, including any depreciation, are borne by the client.

XIII. LIABILITY

1. KULK is not liable for damage resulting from any failure to fulfill its obligations towards the client. To the extent permitted by law, KULK expressly excludes liability for non-conformity. Fulfillment of warranty/claim obligations as described in Article VII constitutes the sole and full compensation. Any other liability, regardless of its basis, including business loss (downtime, lost revenue, lost profits), personal accidents, damage to or loss of cargo, indirect or immaterial damage, or liability to third parties, is expressly excluded unless due to intent or conscious recklessness by KULK or its senior management.
2. KULK TRUCKS is not liable for intent or (conscious) recklessness of subordinates or third parties engaged in execution of the agreement for whom it could be legally liable.

3. KULK TRUCKS assumes no liability for advice given by or on behalf of it.
4. KULK TRUCKS is not liable for damage to motor vehicles of the client or third parties on its premises.
5. The client shall indemnify and hold KULK TRUCKS harmless against all claims of third parties related to the delivery of goods or services, to the extent such claims exceed those the client could make against KULK TRUCKS. The client shall also indemnify KULK TRUCKS against claims relating to death or personal injury of client personnel or third parties and/or damage to property on KULK TRUCKS premises, unless arising from KULK TRUCKS' intent or conscious recklessness.
6. Limitations of liability imposed on KULK TRUCKS by its suppliers or subcontractors can also be invoked against the client.
7. KULK TRUCKS reserves all legal and contractual defenses it may invoke against the client on behalf of its subordinates or others for whose actions it may be liable.
8. The above does not affect any mandatory statutory liability.

XIV. FORCE MAJEURE

1. For the purposes of these terms and conditions, force majeure shall be understood as any circumstance beyond the will and control of KULK, whether foreseeable at the time of entering into the agreement or not, due to which performance cannot reasonably be demanded from KULK TRUCKS, such as import and export restrictions, government measures, shortage of raw materials, factory or transport disruptions of any kind, strikes, exclusion or lack of personnel, quarantine, trade bans, war and/or threat of war, terrorist actions and/or (threatened) attacks, epidemics, frost damage, failure of suppliers or third parties engaged by KULK TRUCKS for the execution of the agreement, late delivery by the client of cargo they wish to transport using the purchased item, etc.
2. KULK TRUCKS shall not be obliged to perform any obligation if prevented from doing so due to force majeure. In such a case, KULK TRUCKS is entitled either to perform the agreement within a reasonable period or to terminate the agreement in whole or in part, without being liable for damages. The client is only entitled to terminate the agreement in the event of KULK TRUCKS' force majeure after having granted KULK TRUCKS a reasonable period to perform the agreement.

XV. PARTIAL INVALIDITY

If one or more provisions of these terms and conditions or an agreement with the client are not or not entirely legally valid, the remaining provisions shall remain fully in effect. In place of the invalid provisions, a provision shall apply which approximates as closely as possible the purpose and intent of the invalid provision and the intended economic result.

XVI. APPLICABLE LAW, COMPETENT COURT

1. All offers and agreements of KULK TRUCKS are governed exclusively by Dutch law, except for the provisions of Section 6.5.3 of the Dutch Civil Code, Title 1 of Book 7 of the Dutch Civil Code, and the Vienna Sales Convention.

2. **All disputes arising from the agreement between the client and KULK TRUCKS or from subsequent agreements or these terms and conditions shall, at the exclusive choice of KULK TRUCKS, be settled by the competent court of the District Court of The Hague.**