



# VDS GLOBAL SUPPORT 2 B.V.

## CONDITIONS OF SALE AND DELIVERY VDS GLOBAL SUPPORT 2 B.V.

Version 20260310

### ARTICLE 1: DEFINITIONS

In these Conditions of Sale and Delivery VDS Global Support 2 B.V. uses following definitions:

- 1.1 **Terms and Conditions:** the Conditions of Sale and Delivery of VDS Global Support 2 B.V.
- 1.2 **Car:** a passenger car, a combination derived from it or a van, the total weight of which, including the load capacity, does not exceed 3,500 kg.
- 1.3 **Service(s):** the services offered by VDS Global Support 2 B.V., including but not limited to performance of work for purchase and sales and/or for carrying out maintenance and/or repair.
- 1.4 **Client:** the buyer or Commissioning Party who enters into an agreement with VDS Global Support 2 B.V. for the purchase of one or more Products and/or Services.
- 1.5 **Buyer:** the person who, pursuant to the agreement, purchases a new or used a car or (partly) another product from VDS Global Support 2 B.V.
- 1.6 **Affiliated Companies:** group companies affiliated to VDS Global Support, including but not limited to VDS Auto Export Services B.V. (CoC-nr. 27320003), VDS Automotive Services B.V. (CoC- nr. 27196305), VDS Auto Direct B.V. (CoC-nr. 27196584) en VDS Global Support 1 B.V. (CoC-nr. 94994900).
- 1.7 **Commissioning Party:** the person who, pursuant to the agreement, Purchases Services from VDS Global Support 2 B.V.
- 1.8 **Agreement:** the concluded Agreement between VDS Global Support 2 B.V. and the Client with regard to Products and/or Services, of which these Terms and Conditions form an integral part, and any signed Quotation and additional terms and conditions.
- 1.9 **Product(s):** the products offered by VDS Global Support 2 B.V. including but not limited to the Car(s), components and accessories.
- 1.10 **VDS Global Support:** provider of Products and/or Services, being VDS Global Support 2 B.V., established in Zoetermeer and registered at the Chamber of Commerce under number 94994900.

### ARTICLE 2: APPLICABILITY

- 2.1 These Terms and Conditions apply to all offers and all Agreements for the delivery of Products and the provision of Services and all requests for such and all legal acts between the Client and VDS Global Support.
- 2.2 Any deviations from these Terms and Conditions must be expressly agreed in writing.
- 2.3 Unless expressly agreed otherwise, in writing, by the Parties, the applicability of any (purchasing) conditions of the Client is excluded.
- 2.4 The Client's acceptance and retention without comment of a quotation or order confirmation, to which these Terms and Conditions have been referred, shall be deemed to constitute consent to the application thereof.
- 2.5 The possible inapplicability of (part of) a provision of these Terms and Conditions shall not affect the applicability of the remaining provisions.
- 2.6 VDS Global Support has the right to amend these Terms and Conditions at any time.

### ARTICLE 3: CONCLUSION OF THE AGREEMENT

- 3.1 Agreements can be concluded verbally and in writing, or electronically.
- 3.2 All offers, quotations, price lists, delivery times, price quotations, et cetera made in whatever manner and by whomsoever of VDS Global Support and/or anywhere else are always non-binding, unless they contain a term for acceptance, and are made based on the prices and specifications applicable at the time of conclusion of the Agreement. If a quotation or offer contains a non-binding offer and this offer is accepted by the Client, VDS Global Support has the right to revoke the offer within two (2) working days of receipt of the acceptance.
- 3.3 Any brochures, drawings, models, capacity specifications and other descriptions shown and/or provided shall be as accurate as possible but shall only be valid as an indication. No rights can be derived from this, unless the Parties have expressly agreed otherwise, in writing. Minor deviations are permitted while, in the event of interim model changes, VDS Global Support is entitled to make technically necessary changes to the car(s) or other Products it has sold or offered for repair without prior notification or knowledge of the Client.
- 3.4 Verbal agreements are only binding on VDS Global Support after written confirmation by VDS Global Support, or as soon as VDS Global Support has commenced the provision of Services with the Client's consent.
- 3.5 If no written agreement has been submitted to the Client by VDS Global Support, the written confirmation by VDS Global Support or the delivery note or an invoice from VDS Global Support will serve as proof of the existence of the contents of the Agreement unless evidence to the contrary is provided.

### ARTICLE 4: PRICES

- 4.1 All prices are in euros and are exclusive of sales tax and/or other government levies, with the exception of those cases in which the Client is a natural person, not acting in the exercise of a profession or business. In these cases, the prices are in euros and include sales tax and/or other government levies.
- 4.2 On the conclusion of the Agreement, the Parties may agree on a fixed price or a fixed hourly rate for the Services to be provided.
- 4.3 If no fixed price or hourly rate has been agreed, in writing, in advance, the costs due shall be determined on the basis of the actual number of hours employed and the hourly rate customary in the industry.
- 4.4 Unless expressly agreed otherwise, hourly rates do not include the price of materials, components and third-party costs.
- 4.5 In the event of an increase in price, including those of importers and suppliers of VDS Global Support, and in the event of a change in wages, taxes, social security contributions, other employment conditions, currency exchange rates or similar circumstances, occurring after the conclusion of the Agreement between the Parties, VDS Global Support will be entitled to increase the agreed price in accordance with the said increase.
- 4.6 For the Client, not being a Client as referred to in Paragraph 7, a price change shall never constitute grounds for terminating the



Agreement.

- 4.7 In the event that the Client is a natural person, not acting in the exercise of a profession or business, price increases as referred to in paragraph 5 of this Article may be passed on at any time. If such price change takes place after the conclusion of the Agreement, after notification of the price change, the aforementioned Client shall have the right to terminate the Agreement within ten (10) days.
- 4.8 Prices are calculated for delivery at the location of VDS Global Support. Upon delivery elsewhere and at the request of the Client, the additional costs associated with this shall be at the expense of the Client.
- 4.9 Before, or at the time of concluding the Agreement, the Client may demand a statement of the price of the Services (for example, the repair or maintenance work), as well as an indication of the terms within which the Services will be provided. If the approximate price quoted for the provision of Service is exceeded, or is likely to be exceeded, by more than 20%, VDS Global Support must contact the Client in order to discuss any additional costs.
- 4.10 In the event of a situation such as that described in the previous paragraph, the Client, who is a natural person and not acting in the exercise of a profession or business, is entitled to terminate the Agreement with a notice period of fourteen (14) days, with compensation to VDS Global Support for the Services already provided. In the event of overrun or threatened overrun VDS Global Support must immediately inform the Client, stating the new delivery date.

#### **ARTICLE 5: DELIVERY**

- 5.1 The Car and/or other Products will be delivered to the registered office of VDS Global Support, unless the Parties have expressly agreed in writing to a different place of delivery.
- 5.2 If the Product to be delivered is still under the control of a third party at the time of the conclusion of the Agreement, the conclusion of the Agreement will be deemed to include a declaration of transfer of ownership of the Product purchased and/or ordered and delivery will take place by means of a notification of this transfer to the third party by VDS Global Support.
- 5.3 In the event that the Products purchased or ordered are still under the control of a third party, whether or not delivered, the risk passes to VDS Global Support at the moment VDS Global Support informs the Client that the Products ordered or purchased have been ordered for the Client and will be transported to the Client's address.
- 5.4 In any event, the risk relating to delivered Products passes to the Client when VDS Global Support notifies the Client that the Products are ready.
- 5.5 In the case of the delivery of Products or the provision of Services in parts, each stage will be considered to be a separate transaction.
- 5.6 The risk of Products or other goods that are under the management of VDS Global Support due to the performance of work covered by the Services remains with the Client. The Client is obliged to have, and maintain, adequate insurance cover for the Products or other goods during the period that the Products or goods are under the control of VDS Global Support.
- 5.7 If it proves impossible to deliver the Products to the Client, or to provide Services, or if the Client has not collected the Products within three (3) working days of becoming aware of the termination of Services or the performance of the Agreement due to a cause attributable to or within the sphere of influence of the Client, VDS Global Support reserves the right to store the Products and the goods purchased for the provision of Services at the Client's expense and risk.
- 5.8 In the event of a case as referred to in Paragraph 7, VDS Global Support will notify the Client in writing of the storage provided and/or the impediment to the provision of the Services to be provided, setting a deadline of fourteen (14) days for the Client to enable VDS Global Support to resume the Services and/or to deliver the Products.
- 5.9 If, even after the expiry of the term set by VDS Global Support as stipulated in Article 5.8, the Client fails to fulfil its obligations, the Client will be in default by the mere expiry of one (1) month from the date of storage or from the date on which the work to be carried out, is prevented, and VDS Global Support will be entitled to terminate the Agreement in whole or in part in writing and with immediate effect, without prior or further notice of default, without judicial intervention, without compensation for any damage and without being obliged to pay compensation for costs and interest.
- 5.10 The above does not affect the Client's obligation to pay the agreed and/or stipulated and/or owed price, as well as any storage costs and/or other costs.
- 5.11 VDS Global Support is entitled to demand advance payment or collateral from the Client with respect to the compliance with Client's financial obligations –, before making delivery and/or commencing the Services.

#### **ARTICLE 6: DELIVERY TIMES**

- 6.1 The delivery time is the delivery date of the Product or the Service as Agreement entered into by the Parties or as much earlier or later as the Parties have further agreed. Early delivery is permitted at all times.
- 6.2 If no delivery date has been agreed, VDS Global Support will inform the Client in good time, in advance and in writing, when the Car(s) or other Products shall/will be ready or delivered at the agreed location.
- 6.3 Delivery times, whether or not explicitly stated, are only approximate and can never be regarded as final deadlines, unless the Parties have expressly agreed otherwise in writing.
- 6.4 Non-timely delivery by VDS Global Support can therefore never constitute a valid reason for the Client to terminate the Agreement with VDS Global Support, unless the Parties have expressly agreed otherwise in writing and the delivery term has been exceeded by more than 60%. In the event of non-timely delivery, and in the event of an extended period as referred to above, VDS Global Support must first be given written notice of default by the Client, giving VDS Global Support a period of at least one (1) month to comply, before VDS Global Support can be held in default in this respect.
- 6.5 The provisions of the preceding paragraph do not apply to a Client who is not acting in the exercise of a profession or business. If the estimated delivery term for the Product is exceeded, the Client may give VDS Global Support written notice of default, giving VDS Global Support at least one (1) month to comply, before VDS Global Support can be in default. If VDS Global Support still has not delivered the Product within One (1) month after the notice of default, the Client has the right to terminate the Agreement without judicial intervention. If VDS Global Support still delivers the Product within the period of one (1) month, any price increase will not be passed on.

#### **ARTICLE 7: PROGRESS, IMPLEMENTATION OF SERVICES OR DELIVERY**

- 7.1 VDS Global Support cannot be obliged to commence provision of Services and/or delivery until after it has received all the necessary information or until it has received the Products or goods to be repaired and/or maintained and any agreed payment



or instalment.

- 7.2 The components and/or materials replaced and/or left behind during the Services to be provided will become the property of VDS Global Support, unless the Parties have expressly agreed otherwise in writing. In this case, the Client of VDS Global Support must take delivery of these components and/or materials after delivery of the Products.
- 7.3 If, through no fault of VDS Global Support, deliveries or Services cannot be provided normally, or without interruption, and/or if the Client fails to fulfil its obligations, VDS Global Support will be entitled to charge the Client the resulting costs, including loss of wages.
- 7.4 If, during the provision of Services, it appears that these are impracticable, either as a result of circumstances not known to VDS Global Support, either as a result of force majeure of any kind, VDS Global Support will be entitled to demand that the assignment given to it be amended in such a way as to make the performance of the work possible unless, either as a result of unknown circumstances or force majeure, this will not be possible. VDS Global Support will then be entitled to full compensation of the Services already provided or costs incurred by VDS Global Supports.
- 7.5 All expenses incurred by VDS Global Support are made at the Client's request, whether or not commissioning third parties, will be entirely borne by the Client, unless the Parties have expressly agreed otherwise in writing.

#### **ARTICLE 8: COMMISSIONING THIRD PARTIES**

- 8.1 VDS Global Support is entitled to commission third parties in the performance of what has been agreed between the Parties.

#### **ARTICLE 9: OBLIGATIONS OF THE CLIENT**

- 9.1 The Client will ensure that all data that VDS Global Support indicates is necessary or of which the Client should reasonably understand is necessary for the performance of the Agreement is provided to VDS Global Support in good time.
- 9.2 The Client guarantees the accuracy and completeness of the data, records etc. provided for the performance of the Agreement and indemnifies VDS Global Support against all claims are relating to this data.
- 9.3 The Client must ensure that the Products and other Services and goods for which VDS Global Support must provide are available to VDS Global Support at the agreed place and time.
- 9.4 The Client is obliged to have and to keep adequately insured the Products or other goods that are under the management of VDS Global Support for the purpose of repair and/or maintenance.
- 9.5 If VDS Global Support is not provided with the data required for the performance of the Agreement in good time, VDS Global Support will be entitled to suspend the performance of the Agreement and/or to charge the Client the additional costs resulting from the delay in accordance with customary rates.

#### **ARTICLE 10: PAYMENT**

- 10.1 Unless the Parties have expressly agreed otherwise in writing, payment of the price without set-off, deduction or suspension by the Client must be made in cash upon delivery of the Product or provision of the Service or after dispatching the invoice for the Product and/or the Service supplied.
- 10.2 In the event of the purchase of Products and/or assignments for Services for which VDS Global Support sends an invoice, payment must be made within 14 days after the invoice date, unless the Parties have agreed otherwise in writing.
- 10.3 Accounts receivable comes into existence after delivery of the Product.
- 10.4 If an invoice has not been paid in full after the expiry of the period referred to in Paragraph 2:
  - A. The Client will owe VDS Global Support default interest of 2% per month, to be calculated cumulatively on the principal amount. Parts of a month shall be regarded as full months in this respect;
  - B. VDS Global Support will be entitled to charge the Client an amount of at least € 20.00 for administrative costs for each reminder, final demand etc. sent to the Client.
  - C. In the event that VDS Global Support is compelled to hand over a claim against the Client for debt collection, all costs, both judicial and extrajudicial, which latter will be set at a minimum of fifteen (15) percent of the overdue amount and the default interest will be set at a minimum of € 150,-, in addition to VDS Global Support's other claims for compensation.
- 10.5 Upon first request, to which VDS Global Support is at all times entitled, the Client must make an advance payment or down payment or provide collateral for the proper performance of its obligations in a manner to be determined by VDS Global Support.
- 10.6 At the discretion of VDS Global Support, in the event of late payment of an invoice by the Client from VDS Global Support and/or Affiliated Companies, the Agreement may be terminated in whole or in part without any further notice of default or judicial intervention being required, whether or not in combination with a claim for damages.
- 10.7 If the Client has not fulfilled its payment obligations towards VDS Global Support and/or Affiliated Companies in good time, VDS Global Support will be entitled to suspend compliance vis-à-vis the Client for the delivery of the Products or the provision of Services until payment has been made or proper collateral has been provided. The same shall apply OR applies already prior to the time in default if VDS Global Support has reasonable grounds to suspect that there are reasons to doubt the Client's creditworthiness.
- 10.8 payments made by the Client shall always be applied to settle all interest and costs due and then to settle the longest outstanding due and payable invoices, unless the Client expressly states in writing when making the payment that the payment relates to a later invoice.
- 10.9 If the Client has, or will have, one or more counterclaims against VDS Global Support and/or its Affiliated Companies, the Client waives the right of set-off in respect of such claim(s). The aforementioned waiver of the right to setoff also applies if the Client applies for a (provisional) moratorium or is declared bankrupt.
- 10.10 The provisions in Paragraph 1, Paragraph 3 under B and Paragraph 8 of this Article regarding set-off, deduction and suspension do not apply in the event that the Client is a natural person who is not acting in the exercise of a profession or business.

#### **ARTICLE 11: RETENTION OF TITLE**

- 11.1 VDS Global Support retains ownership of the Products delivered and to be delivered until such time as the Client has fulfilled its payment obligations to VDS Global Support in connection therewith. These payment obligations consist of the payment of the purchasing price and claims relating to Services provided in connection to the delivery, as well as claims which VDS Global Support may obtain vis-à-vis the Client on account of the latter's failure to fulfil one or more of its obligations to VDS Global Support.
- 11.2 As long as the ownership of the Products delivered has not been transferred to the Client, the Client may not pledge the goods or grant any other right to them to a third party and is obliged to immediately notify VDS Global Support in writing of any event that



damages or may damage VDS Global Support in its interest as owner of the Products.

- 11.3 VDS Global Support is not liable in any way whatsoever for the Client's liability as the holder of the Products. On the other hand, the Client indemnifies VDS Global Support against any claims that third parties may make to VDS Global Support in connection with the retention of title.
- 11.4 The Client is obliged to insure the car against third-party liability and to keep it insured for the duration of the retention of title. The Client hereby irrevocably authorizes VDS Global Support to receive payments on its behalf on the basis of the insured event risk.
- 11.5 If the Client fails to meet its obligations or if VDS Global Support has good reason to do so, VDS Global Support will be entitled to take back the Products delivered subject to retention of title.
- 11.6 In the event that VDS Global Support invokes retention of title, the Agreement concluded in this respect will be deemed to have been terminated. After repossession of the Products, the initial purchasing price will be credited, less the costs relating to repossession and any compensation to be increased with interest as a result of the Client's failure to fulfil its obligations.
- 11.7 VDS Global Support may exercise a right of retention in its possession for or on behalf of the Client as long as the Client has not fully paid for the Products and/or Services delivered by VDS Global Support and/or Affiliated Companies and this concerns an attributable shortcoming on the part of the Client, including any damage, interest and costs which the Client owes or may owe to VDS Global Support and/or Affiliated Companies pursuant to any agreement or these Terms and Conditions.
- 11.8 By placing goods under its control or having them placed under its authority, the Client establishes a right of pledge on them for all amounts it owes or may owe VDS Global Support for whatever reason. In any event, this includes claims arising from agreements that have not yet been settled. The Parties also agree that VDS Global Support, as pledgee, may convert the aforementioned possessory pledge into a non-possessory pledge by registering the Agreement between them together with a copy of these Terms and Conditions as a private deed.

#### **ARTICLE 12: CANCELLATION**

- 12.1 If the Client does not wish to exercise its right to terminate pursuant to Article 6.4 or if it has no right to terminate, it may only cancel the Agreement in writing and with the consent of VDS Global Support. In that case, in addition to compensation of at least thirty (30) percent of the agreed price, or any damage suffered by VDS Global Support as a result of the cancellation, the Client is obliged to take delivery of Products already ordered, which have not been processed, in return for payment of the cost price. The Client is liable to third parties for the consequences of cancellation and indemnifies VDS Global Support in this respect.
- 12.2 The Client who not acting in the exercise of a profession or business has the right to cancel the Agreement, irrespective of whether or not VDS Global Support has failed. The cancellation can only take place in writing. The Client is obliged to compensate VDS Global Support within ten (10) days after this cancellation for all damage it suffers as a result of the cancellation. This compensation is set at (30) percent of the agreed price or any damage suffered by VDS Global Support as a result of the cancellation. If the Client fails to pay this compensation within ten (10) days, VDS Global Support will be entitled to inform the Client in writing it wishes to be bound by the Agreement concluded. In this case, the Client can no longer invoke the cancellation. The Client's obligation to pay this compensation must take place pursuant to Article 10 of these Terms and Conditions.
- 12.3 The right to cancel will be rendered invalid if the Product to be purchased by VDS Global Support has been delivered by VDS Global Support to the Client.

#### **ARTICLE 13: TERMINATION**

- 13.1 the Client waives all rights to terminate the Agreement pursuant to Section 6:265 f.f. of the Dutch Civil Code (BW) or other stipulations, unless the right to dissolve the Agreement has been agreed between the Parties. The foregoing shall also not affect the cancellation agreed pursuant to Article 12.
- 13.2 The preceding Paragraph of this Article does not apply if the Client is a natural person who is not acting in the exercise of a profession or business.
- 13.3 If the Client, after having been given written notice of default, and after fourteen (14) days remains in default of compliance of its obligations to VDS Global Support, the Agreement will be terminated by operation of law without judicial intervention, unless VDS Global Support requires performance of the Agreement at a later date. The above applies without prejudice to the provisions of Article 10 Paragraph 3 of these Terms and Conditions.
- 13.4 If the Client has failed culpably in complying with its obligations to VDS Global Support and the Agreement is terminated as a result, the Client will forfeit an immediately payable penalty of fifteen (15) percent of the agreed price, without notice of default or judicial intervention being required, without prejudice to VDS Global Support's right to full compensation for damages and reimbursement of recovery costs, including the costs referred to in Article 10, including Paragraph 3.
- 13.5 requires compliance with the contract pursuant to Paragraph 1, the Client will owe VDS Global Support, after the expiry of the fourteen (14) day period referred to in Paragraph 1, an immediately payable penalty of three (3) per mille of the agreed (purchase) price for each day elapsing since then until the day of compliance, without prejudice to VDS Global Support's right to full compensation for damages and reimbursement of costs and remedies, including the costs referred to in Article 10, including Paragraph 3. 13.6 Without prejudice to the provisions in this Article, VDS Global Support is entitled, without notice of default or judicial intervention and without prejudice to VDS Global Support's other rights, to terminate or suspend the Agreement in whole or in part with immediate effect if the Client dies, applies for a moratorium, declares bankruptcy, if its bankruptcy is or has been filed for or is or is being pronounced, if there is an attachment, transfer of estate, liquidation, should the Client be placed under guardianship or administration or otherwise loses the power to dispose of or the capacity to deal with its assets or parts thereof. In such, any claim by VDS Global Support shall be due and payable in full, without VDS Global Support being liable for any compensation and/or guarantee. In all cases where the Client becomes aware of facts and/or circumstances which give it good reason to fear that it will not (or cannot) fulfil its obligations to VDS Global Support, it is obliged to inform VDS Global Support of this immediately in writing.

#### **ARTICLE 14: FORCE MAJEURE**

- 14.1 In the event that it appears that the performance of the Agreement by VDS Global Support or by third parties and/or suppliers commissioned by it and/or suppliers is not possible or problematic as a result of force majeure, VDS Global Support will dissolve the Agreement insofar as it has not been performed by means of a written statement, or suspend the performance of its obligations towards the Client for a reasonable period of time to be determined by VDS Global Support without being liable to pay any compensation. If the aforementioned situation arises when the Agreement has been partially performed, the Client is obliged to fulfil



its obligations towards VDS Global Support up to that moment.

- 14.2 Force majeure within the meaning of these Terms and Conditions, is understood to mean, among other things and, therefore, not exhaustive: war, riot, fire, lightning, explosion, release of hazardous gases or substances, power failure, industrial or operational failure of any kind, boycott, blockade, strike and lockout by workers, transport restrictions, obstacles due to government measures, epidemics, theft, embezzlement or damage to goods from the warehouse, workshop or other premises of VDS Global Support or theft, embezzlement or damage to goods during transport. For the aforementioned circumstances, it does not matter whether the non-performance or the late performance takes place at VDS Global Support or at third parties and/or suppliers commissioned by it in the performance of the Agreement.
- 14.3 If a situation of force majeure arises on the part of VDS Global Support, it OR VDS Global Support shall inform the Client as soon as possible, stating whether delivery is still possible and, if so, within what period.
- 14.4 If, as a result of force majeure, delivery has not become permanently impossible, but cannot take place within a period of three (3) months after the agreed delivery date, both Parties will be entitled to terminate the Agreement by notifying the other party in writing, without one party being entitled to compensation from the other party. Such a notification shall be made within one (1) week after (receipt of the notification) as referred to above in Paragraph 3. Notwithstanding the stipulations in Article 6 Paragraph 3 of these conditions.
- 14.5 If the Client does not act in the exercise of a profession or business and VDS Global Support's failure to deliver the Products and/or Services is a consequence of force majeure the Parties each have the right to terminate the Agreement. The right to termination arises as soon as the agreed fixed (fatal) term has been exceeded. As soon as a presumed delivery term has been exceeded, the Parties have the right to terminate one (1) month after the date referred to in Paragraph 5 of Article 6 or when VDS Global Support informs that it is unable to deliver within one (1) month. In all cases where VDS Global Support can invoke a situation of force majeure of a permanent nature, both Parties will be entitled to terminate the Agreement.

#### ARTICLE 15: SANCTIONS COMPLIANCE

- 15.1 The Buyer represents and warrants that it complies with all applicable sanctions laws and regulations, including those imposed by the European Union and any other relevant authority ("Sanctions Laws").
- 15.2 Restricted End Use and End Destination: Vehicles, vehicle parts, components, accessories, and any related goods or documentation supplied by the Seller ("Automotive Goods") are supplied strictly for use and resale in compliance with Sanctions Laws.
- 15.3 The Buyer shall not, directly or indirectly, sell, export, re-export, transfer, deliver, divert or otherwise make the Automotive Goods available to any sanctioned country, territory, person or entity, nor for any prohibited end use.
- 15.4 No Circumvention: The Buyer shall not alter documentation to circumvent or attempt to circumvent Sanctions Laws.
- 15.5 Downstream Obligation: The Buyer shall ensure that any subsequent buyer, dealer, distributor or end user of the Automotive Goods is contractually bound by equivalent sanctions and non-diversion obligations.
- 15.6 Breach: Any violation of this clause shall constitute a material breach of the agreement and entitle the Seller to immediately suspend or terminate deliveries, terminate the agreement, and claim any resulting damages.
- 15.7 The Seller reserves the right to request information regarding the end user, end use and final destination of the Automotive Goods at any time.

#### ARTICLE 16: LIABILITY

- 16.1 VDS Global Support's liability for indirect damage (including consequential damage, loss of profit, trading loss, damage caused by delay (other than statutory interest), damage resulting from depreciation, loss of enjoyment, or loss suffered, damage in connection with costs for replacement transport or rental and lease costs, damage to (third party) goods, cargo damage and personal or immaterial damage) is completely excluded.
- 16.2 The restrictions referred to in the preceding Paragraph of this Article will cease to apply if and insofar as the damage is the result of an intentional act or omission or gross negligence on the part of VDS Global Support.
- 16.3 Without prejudice to the provisions in Paragraph 2 of this Article, VDS Global Support's liability – for whatever reason – is limited to the amount of the net price of the Products delivered or the Services provided. Satisfying this warranty is regarded as the only and complete compensation.
- 16.4 Notwithstanding the provisions in the preceding Paragraph of this Article, VDS Global Support will never be obliged to pay compensation amounting to more than the sum insured, insofar as the damage is covered by insurance taken out by VDS Global Support.
- 16.5 With regard to the condition of the Services and/or Products provided by VDS Global Support its liability vis-à-vis the Client does not extend beyond what is described in the warranty conditions, as stipulated in Article 16. A Client, not being a natural person who is not acting in the exercise of a profession or business, does not have the rights conferred on it by law, such as the right pursuant to Book 7 of the Dutch Civil Code (BW) that the good upon delivery complies with the Agreement.
- 16.6 Any other claim for damages, for whatever reason, is excluded.
- 16.7 In all cases, the period during which VDS Global Support can be held liable for the damages established is limited to 6 months, calculated from the moment when the indebtedness of the damages has been established.
- 16.8 In the event that the Client is a natural person who is not acting in the exercise of a profession or business, a maximum period of one (1) year, calculated at which the indebtedness of the compensation has been established, will apply during which VDS Global Support can be held liable for the compensation of the established damage.
- 16.9 The Client loses its rights to VDS Global Support, is liable for all damages and indemnifies VDS Global Support against all third-party claims, in respect of compensation for damage if and to the extent that:
  - A. The aforementioned damage is the result of improper or abnormal use, incompetent use and/or use contrary to instructions from VDS Global Support and/or improper storage of the Products by the Client;
  - B. The aforementioned damage is the result of the Client's failure to act in accordance with the instructions and/or advice given by VDS Global Support;
  - C. The aforementioned damage is the result of errors or inaccuracies in data, materials, data carriers etc. that were provided and/or prescribed to VDS Global Support by or on behalf of the Client.
  - D. The aforementioned damage is the result of instructions from or on behalf of the Client to VDS Global Support.
  - E. The aforementioned damage was caused by the Client himself or a third party carrying out maintenance on or attempting



- to carry out maintenance on the Products on its behalf, without VDS Global Support's prior written consent;
- F. The aforementioned damage occurred after emergency repairs had been carried out.

#### **ARTICLE 17: WARRANTY**

- 17.1 VDS Global Support is responsible for the usual normal quality and soundness of the goods delivered; the actual life span thereof can never be guaranteed.
- 17.2 Deliveries of new Products, including components, materials and accessories, are subject to no warranties other than those given by the manufacturer, importer or supplier and as stated in the warranty forms provided to the Client. If no warranty forms have been provided, VDS Global Support will not be obliged to provide any warranty beyond that which VDS Global Support has obtained from the third party in question with regard to Products purchased by VDS Global Support from third parties or with regard to Services provided by third parties on its behalf. Warranty on products previously used by third parties (including used cars, demonstration and show models, exchange parts and components) is expressly excluded, unless the Parties have agreed otherwise in writing.
- 17.3 Any warranty claim is void if, without VDS Global Support's prior written consent, any work relating to the Products and/or Services for which a warranty claim is made has been carried out by the Client or a third party.
- 17.4 In the event of any warranty, VDS Global Support shall be obliged, at its sole discretion, only to replace, supplement or repair the Product delivered, provided that the failure does not relate to the usual deviations and is not the result of any external cause and/or any act or omission by the Client or third party, including but not limited to the provisions of Paragraph 9 of Article 15, or of normal wear and tear. The Replaced Products or parts thereof shall become the property of VDS Global Support.

#### **ARTICLE 18: COMPLAINTS**

- 18.1 Complaints relating to Products delivered or Services provided by VDS Global Support must be submitted to VDS Global Support within a reasonable period of time, but in any event within eight days of the ground for the exercise of the complaint being discovered or reasonably could have been discovered, on pain of forfeiture of claims. This term commences at the time of actual delivery of the Product and/or at the time of provision of the Service.
- 18.2 The Client is obliged to check the Product after it has been delivered or the Service has been terminated. If visible imperfections, errors and/or defects etc. are found, this must be noted on the delivery note or the repair statement and must be notified immediately to VDS Global Support, or the Client must inform VDS Global Support of this after the actual delivery and/or termination of the Service, followed by an immediate written confirmation to VDS Global Support.
- 18.3 If the above-mentioned complaints are not made known to VDS Global Support within the time limits referred to there, the Products will be deemed to have been received in good condition, or the Services provided will be deemed to have been provided correctly.
- 18.4 Complaints do not suspend the Client's payment obligation.
- 18.5 The provisions in Paragraph 5 of this Article do not apply if the Client is a natural person who is not acting in the exercise of a profession or business.
- 18.6 Products returned will not be accepted unless consent has been granted by VDS Global Support in writing.
- 18.7 In all cases, a return of a Product and all accessories delivered shall be made in a proper manner and in accordance with the reasonable and clear instructions of VDS Global Support. For this purpose, the Client can contact VDS Global Support: [info@vdsautomotive.com](mailto:info@vdsautomotive.com) or 0031-79-7440085.
- 18.8 Return shipments by the Client are at the Client's expense and risk, subject to any costs associated with the receipt of the product by VDS Global Support. The latter costs will be charged to VDS Global Support.
- 18.9 If the nature and/or composition of the Products has changed after delivery, or if all or part of the Products have been processed, damaged or repacked, any right to complain will be deemed void.
- 18.10 In the event of justified complaints, the damage shall be settled by virtue of the provisions of Articles 15 and 16 of these Terms and Conditions.

#### **ARTICLE 19: TRADE-IN /PURCHASE**

- 19.1 If, at the time of purchase of the Product, a good of the Client is also traded in, the good to be traded in shall remain the Client's expense and risk until the time of delivery of the Product sold to it. The Client is liable for the costs of maintenance, damage, loss and depreciation. VDS Global Support will not be bound to the agreed trade-in price if the actual delivery of the good to be traded in is later than the approximate delivery time. In this case, a percentage agreed in advance between the Parties can be used as depreciation on the trade-in/buy-in price.
- 19.2 The Client guarantees that the goods to be exchanged by it are free of third-party rights and claims, are harmless, in a sound and safe condition and that the goods have not been manipulated with regard to, for example - but not limited to - mileage.
- 19.3 The Client is obliged to provide VDS Global Support with all relevant information relating to the good to be traded in, of which it suspects or should know to be relevant to VDS Global Support.
- 19.4 The actual trade in does not release the Client from its obligations as referred to in these Terms and Conditions.

#### **ARTICLE 20: PERSONAL DATA**

- 20.1 VDS Global Support processes the Client's personal data as stated on the order confirmation, possibly within the meaning of the Personal Data Protection Act (Wbp). This processing enables VDS Global Support to perform the Agreement and fulfil its warranty obligations vis-à-vis the Client, to provide the Client with the best possible service, to provide the Client with up-to-date Product and Service information in a timely manner and to make personalised quotations.
- 20.2 the personal data pursuant to the Wbp may be made available to third parties for the purpose of performing the Agreement. Under the aforementioned Act, VDS Global Support may be required to disclose Client's personal data to third parties if required to do so by law. For the aforementioned purposes, VDS Global Support does not require the consent of the Client for the data processing. There is a statutory obligation, for example, with regard to the car data that are included in the RDW Nationale Auto Pas system. In this system, read-out odometer readings are recorded in order to prevent fraud involving mileage.

#### **ARTICLE 21: APPLICABLE LAW**



- 21.1 Any legal relationship between VDS Global Support and the Client shall be governed by Dutch law.
- 21.2 Disputes arising from the Agreement shall also be settled under Dutch law by the competent Dutch court.
- 21.3 With regard to disputes arising from the Agreement with a Client established outside the Netherlands, VDS Global Support is entitled to act in accordance with the provisions of Paragraph 2 of this Article or, at its option, to submit the disputes to the competent court in the country or state in which the Client has its registered office.