

General terms and conditions of delivery, warranty and payment of Vogels Autogas Systemen C.V., established and having its principal place of business at 5692 CA Son

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1. Definitions and Applicability -

1.1. In these terms and conditions, "Other Party" is defined as: any (legal) person who has concluded or wishes to conclude an agreement with Vogels Autogas Systemen c.v., hereinafter referred to as "Vogels", and in addition to this, his representative(s). authorized representative(s), assignee(s) and heir(s).

1.2. "Products" are understood to mean: goods (particularly LPG systems, parts and accessories) and services (such as advice, installation, maintenance, inspection and repair).

1.3. These terms and conditions apply to all offers from Vogels and to all agreements concluded and to be concluded with Vogels for the delivery of goods and/or - whether or not related - to the performance of work and/or services, unless otherwise stated in writing.

1.4. These terms and conditions prevail over any general terms and conditions used by the Other Party, unless with the express written permission of Vogels.

1.5. Rights and obligations arising from agreements concluded with Vogels cannot be transferred by the Other Party to third parties without Vogel's permission.

1.6. These conditions are available for inspection at the offices of Vogels and will also be sent to the Other Party upon request.

2. Offers

2.1. All offers made by Vogels are without obligation, unless stated otherwise in writing.

2.2. Sending the offer and/or accompanying documentation material is, unless otherwise stated, solely informative and does not bind Vogels, nor can the Other Party derive any rights or claims from it.

3. Agreement

3.1. Subject to the provisions stated below, an agreement with Vogels will only be concluded after it has accepted or confirmed an order in writing, whereby the date of the confirmation is decisive, or has commenced execution. In the event of an order confirmation from Vogels, it is deemed to represent the agreement correctly and completely, unless the Other Party immediately protests in writing.

3.2. If Vogels has made an offer to the Other Party in advance, the agreement will be

concluded at the time of receipt of the order from the Other Party.

3.3. Any additional agreements or changes to the order made later will only bind Vogels if they have been confirmed in writing.

3.4. For transactions for which, by nature and scope, an agreement is not concluded through an offer or order confirmation, the invoice is deemed to accurately and completely reflect the agreement, unless a complaint is filed within 3 working days after the invoice date. .

3.5. Vogels is entitled, at or after entering into the agreement, before (further) performance, to require certainty from the Other Party that the Other Party will fulfill its obligations to pay the amount due within the payment term. Whether the security provided is sufficient is at the sole discretion of Vogels. If security deemed sufficient by Vogels is not provided after the written deadline, Vogels reserves the right to terminate the agreement, in which case the provisions of art. 7.1 applies.

3.6. Vogels is entitled, if it deems this necessary or desirable for the correct execution of the order given to Vogels, to engage others in the execution of the agreement, the costs of which will be passed on to the Other Party.

3.7. If items to be delivered in the Netherlands are used outside the Netherlands, Vogels is not responsible for complying with technical requirements, standards and/or regulations set by laws and regulations in the country where the use of these items will take place, nor can it be held liable for any form of damage, financial or otherwise, resulting from this.

3.8. All requirements imposed on Products by the Other Party, in particular technical requirements, standards and/or regulations and which deviate from the normally applicable requirements, must be stated explicitly and in writing by the Other Party when concluding the agreement

3.9. The Other Party is obliged to provide Vogels in a timely manner with all information and documents required for the correct execution of the agreement.

4. Prices

4.1. Unless otherwise stated, our prices are:

- based on delivery from Vogel's company, warehouse or other storage location;
- excluding VAT, import duties, other taxes, levies and duties;
- excluding the costs of packaging, loading and unloading, transport and insurance.
- Prices subject to change.

4.2. In the event of an increase in one or more of the cost price factors or an interim general price increase, we are entitled to increase the order price accordingly, on the understanding that already known future price increases must be stated at the time of order confirmation.

4.3. Changes in the agreed price as a result of price changes of more than 10% give the Other Party the right to terminate the agreement, provided that it is in writing and within 7 days of receipt of our relevant notification. A termination as mentioned above does not entitle the Other Party to compensation for any damage.

5. Delivery

5.1. From the moment a purchase agreement is concluded, purchased items are at the risk of the Other Party. Unless otherwise agreed, delivery will take place at the home or business of the Other Party. Free delivery will only take place if and insofar as this has been agreed by Vogels with the Other Party and is indicated on the invoice or otherwise.

5.2. The time of delivery is the moment at which the purchased item is ready for transport.

5.3. The Other Party is obliged to check the delivered goods and their packaging immediately upon delivery for any shortages and/or visible damage, or to carry out this check after notification from us that the purchased item is at its disposal.

5.4. The Other Party must report any shortages and/or damage to the delivered goods and/or packaging that are present upon delivery on the delivery note, the invoice and/or the transport documents and notify Vogels in writing within 8 days. , failing which the Other Party is deemed to have approved what has been delivered. Complaints in this regard will then no longer be processed.

5.5. Vogels is entitled to deliver in parts (partial deliveries), which it can invoice separately.

5.6. Delivery times are always approximate, unless expressly agreed otherwise in writing. The delivery period commences as soon as all necessary information to be provided in advance by or on behalf of the Other Party is in Vogels' possession.

5.7. Costs arising from storage in connection with delayed shipment, which delay is attributable to the Other Party, will be borne by the Other Party from the eighth day after our notification to the Other Party that the goods are ready for shipment.

5.8. If items are not collected by the Other Party within a period of 60 days after notification of completion without giving reasons, Vogels reserves the right to terminate the agreement, in which case the Other Party is liable for damages for an amount of at least 25% of the invoice amount.

5.9. Vertical transport is at the expense and risk of the Other Party, despite any statement to the contrary on the transport documents.

5.10. In the event of direct or indirect onward delivery by the Other Party to third parties outside the Netherlands, Vogels is under no circumstances responsible for complying with technical requirements, standards and/or regulations set by laws and regulations in the country where the use of these items will take place, nor be held liable for any form of damage, financial or otherwise, resulting from it.

6. *Payment*

6.1. The Other Party will pay for the goods sold in cash without any discount or settlement, unless the invoice states otherwise or has been agreed otherwise in writing.

6.2. The Other Party is in default after the payment term has expired without any notice of default being required.

6.3. In the event of default by the Other Party, Vogels is entitled to suspend its obligations with immediate effect.

6.4. Without prejudice to any other rights accruing to Vogels, in the event of default, the Other Party owes interest of 2% per month or part thereof, starting from the day after the Other Party is in default.

6.5. All possible costs, including collection, bailiff and lawyer costs, both judicial and extrajudicial, incurred by Vogels in order to ensure compliance with the obligations of the other party are borne by the Other Party. The extrajudicial costs amount to a minimum of 15% of the amount due with a minimum of €50, of which no proof is required. They are due from the moment that the claim has been handed over for collection, regardless of whether the Other Party is aware of this.

7. *Cancellation*

7.1. In the event of cancellation by the Other Party, all costs incurred by Vogels in connection with the assignment as well as the lost profit are immediately due and payable, with a minimum of 10% of the principal sum, plus any damage suffered by Vogels as a result of the cancellation as much as necessary

8. *Assignment*

Vogels is entitled to transfer the rights and/or obligations arising from the agreement with the Other Party in whole or in part to third parties;

The Other Party is only entitled to do so after written permission has been obtained from Vogels.

9. Non-performance

9.1. If the Other Party fails to fulfill one of its obligations towards Vogels, or, if it dies, applies for a suspension of payments or files a declaration of bankruptcy; if its bankruptcy is filed for or if its business is shut down, liquidated or taken over in whole or in part; if any asset is seized, if a private agreement is offered or if, in accordance with the relevant provisions of the Social Insurance Coordination Act, notification of inability to pay must be made, this applies (at Vogels' option) as a resolute condition, or as a ground for to suspend compliance on Vogels' part, or to terminate the agreement by means of an extrajudicial declaration, without prejudice to Vogels' other rights. In these cases, any claim against the Other Party is immediately and fully due and payable, without Vogels being obliged to provide compensation or warranty. In all cases in which the Other Party must seriously consider that it will not be able to fulfill its obligations towards Vogels, it is obliged to inform Vogels thereof.

10. Retention of title

10.1. Delivery takes place under retention of title. This reservation applies to claims for payment of all goods delivered or to be delivered by Vogels to the Other Party under any agreement and/or work carried out in the context of delivery, as well as to claims due to the Other Party's failure to comply with these agreements.

10.2. In one of the cases described in Article 10, Vogels is entitled to take back the delivered goods that have remained Vogels' property in accordance with the previous paragraph, at the expense of the Other Party. Such a return applies as a termination of the agreement(s) concluded with the Other Party. To the extent necessary, Vogels is considered to be irrevocably authorized by the Other Party to remove the relevant items from where they are located. Items stated on unpaid invoices and present at the Other Party are deemed to relate to those invoices and are therefore subject to retention of title.

10.3. The Other party is entitled, if necessary in the context of its normal business operations, to dispose of the goods to which the right of ownership rests. If the Other Party makes use of this authority, it is obliged to deliver the goods subject to retention of title to third parties only subject to Vogels' ownership rights. It is also obliged to grant Vogels, at its first request, an undisclosed lien on the claims that the Other Party has or will have on relevant third parties. In the event that the Other Party refuses this, this provision will serve as an irrevocable power of attorney for Vogels to establish this pledge.

11. Control and complaints

11.1. An Other Party who is not an end user is expected to have checked the goods within eight working days of receipt. Any complaints must reach Vogels in writing and with reasons within eight working days after discovery of possible imperfections by the Other Party.

11.2. Complaints that reach Vogels after eight working days will no longer be processed by Vogels (except in exceptional cases of leniency that are solely at Vogels' discretion).

11.3. Minor deviations, which fall within the usual tolerances according to good commercial practice, do not constitute grounds for complaints.

11.4. Processing a complaint does not suspend the Other Party's payment obligation.

12. Warranty

12.1. Vogels guarantees that the products supplied by Vogels are made of sound materials and good workmanship. Should defects nevertheless occur in the Products delivered by Vogels as a result of manufacturing and/or material defects, Vogels will, after investigation in accordance with Article 12.3, repair these defects within the period to be specified by it or arrange for repairs to be made, make necessary parts available, replace the Products concerned in whole or in part or reimburse a maximum of the invoice value of the Products, all at its sole discretion. This warranty applies for one year after delivery.

12.2. A warranty period of three months after overhaul or repair applies to overhauled or repaired parts.

12.3. If the delivered Product contains a complete LPG system, it must have been installed by Vogels or a dealer recognized by Vogels, in accordance with the standard installation instructions, the legal requirements on which the warranty period referred to in Article 12.1 is 2 years, unless written deviations are stated.

12.4. The Other Party is obliged to give an expert appointed in consultation with Vogels the opportunity to examine the defective Product at the request of Vogels, failing which the right to warranty will lapse. The expert's decision is binding on both parties. The costs of the aforementioned expertise will be borne by Vogels if the Other Party has rightly invoked the guarantee, otherwise the costs will be borne by the Other Party.

12.5. Claims under this warranty must be reported to Vogels by registered letter within eight days after a defect occurs. In the absence of timely complaints, any claim against Vogels will lapse. Legal actions in this regard must be filed within thirteen months after timely complaint, under penalty of forfeiture.

12.6. If, at the request of the Other Party, Vogels must repair the Products at the Other Party, Vogels is entitled to charge the Other Party for the costs incurred, including travel costs, accommodation, food.

12.7. In any case, the warranty does not cover defects that occur in or are wholly or partially the result of:

12.7.1 failure to observe instructions for use and operating instructions etc. or due to normal use other than the intended use;

12.7.1. normal wear and tear;

12.7.2. change of data on the warranty card;

12.7.3. change in data on the government-required stickers provided by Vogels;

12.7.4. assembly/installation, repair or adjustment by third parties, or at least a dealer or Other Party not recognized by Vogels, without prior written permission from Vogels;

12.7.5. the application of any government regulation regarding the nature or quality of materials used;

12.7.6. materials provided by the Other Party to Vogels for the processing or execution of an assignment, unless expressly agreed otherwise;

12.7.7. materials and/or goods used in consultation with the Other Party; other than Products supplied by Vogels;

12.7.8. advice provided by Vogels, unless expressly agreed otherwise,

12.7.9. the processing by the Other Party of Products, unless Vogels expressly states a certain method of processing in writing in its documentation, brochures, etc., or has permitted this in writing without any reservations;

12.7.10. due to external influences, installation errors;

12.7.11. wrong or inferior fuel;

12.7.12. demonstrable failure to comply with the maintenance schedule set by the car manufacturer, importer and/or Vogels.

12.8. If the Other Party does not fulfill any obligation arising from the agreement concluded with Vogels or from a related agreement, does not do so properly or in a timely manner, Vogels is not obliged to provide any guarantee or compensation - however called - with regard to the Agreement.

12.9. Any claim under this article will lapse if the Other Party proceeds or causes repairs, disassembly or other work relating to the Products without prior written permission from Vogels.

12.10. If Vogels replaces parts or Products to comply with the warranty obligation, the replaced Products or parts become its property. Vogels is entitled to charge the transport costs of these (parts of the) Products, unless Vogels has ordered the transport.

12.11. Vogels will never be obliged to any other obligation, such as compensation, without prejudice to the provisions of Article 13.

13. Liability

13.1. Vogels is not liable for costs, damages and the like that may arise as a direct or indirect result of:

13.1.1. Force majeure, as described in these conditions;

13.1.2. Acts of or omissions by the Other Party, its subordinates, or other persons employed by or on behalf of it;

13.1.3. The application of one of the circumstances mentioned in Article 12.6.

13.2. Vogels is only liable to the extent that its insurance covers this, for damage to Products or property of or (personal) damage to the Other Party and/or third parties, insofar as caused by intent or gross negligence on the part of Vogels or those employed by Vogels. , with a maximum of the amount insured by Vogels. If, in appropriate cases, there appears to be no insurance coverage, for whatever reason, Vogels' liability is limited to the invoice value, excluding VAT.

13.3. Vogels is never liable for damage or defects that occur after the installation of LPG equipment, which is/are the result of designs/or material choices and of the car manufacturer.

13.4. Vogels is never liable for any indirect damage suffered by the Other Party or third party, including consequential, immaterial, business or environmental damage.

13.5. The Other Party indemnifies Vogels against all claims from third parties regarding the deliveries of Products.

14. Force majeure

14.1. Force majeure, to be understood as any circumstance beyond Vogels' will and control, whether or not foreseeable at the time of entering into the agreement, as a result of which compliance cannot reasonably be expected from Vogels, gives Vogels the right to suspend our obligation. Under force majeure more (but not limited to) meaning: lack of raw materials, factory or transport disruptions of any kind, strikes, exclusion or lack of personnel, quarantine, epidemics, mobilization, martial law, war, riots, obstructed or closed land supply at sea or in the air, frost damage, shortcomings of third parties engaged by Vogels for the execution of the agreement, as well as all obstacles caused by government measures..

14.2. The same circumstances regarding our suppliers or experts engaged by Vogels are also covered by this provision.

14.3. If a force majeure situation arises on our side, we will inform the Other Party as soon as possible and notify whether compliance is still possible and, if so, within what period.

14.4. If compliance is impossible, or if it is not permanently impossible, but cannot still take place within three months, both parties are entitled to terminate the agreement by notifying the other party in writing, without either party having any claim against the other. on compensation. The Other Party remains obliged to pay for the part of the agreement already executed by Vogels.

14.5. If, as a result of force majeure as described above, the quantity of available product is at any time insufficient to cover our own needs or those of our buyers, we are entitled, during the continuation of the force majeure situation, to supply these relations in proportion to the stock available at Vogels, without being obliged to supplement what is missing.

15. Place of performance, applicable law, disputes, competent court

15.1. The place where the Other Party must fulfill its obligations towards Vogels is Vogels' place of business.

15.2. Dutch law applies to all Vogels agreements.

15.3. In the event of disputes regarding the cause of damage and/or a defect in the LPG system, an expert will be appointed by mutual agreement between the parties in order to provide binding advice on the problem that has arisen. Before proceeding with the appointment, approval must be obtained from our insurers regarding the person of the binding advisor. If the parties cannot appoint a binding advisor by mutual agreement, this appointment will be made by the most willing party by the subdistrict court in Eindhoven.

15.4. If it has proven impossible to resolve a dispute as referred to in the above-mentioned article, the dispute will be submitted, at Vogels' option, to the competent court of Vogels' place of business or that of the client. In the event of disputes brought by the client, the competent court is that of the place of business of Vogels. This provision allows without prejudice to the Other Party's authority to file a counterclaim before the court where the case is.

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