



BUS CENTER

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY VDL BUS CENTER BV

1 VALIDITY OF FOLLOWING CONDITIONS

- 1.1 These Terms and Conditions of Sale and Delivery apply to all offers, agreements, deliveries and services to be carried out, under whatever name, that are performed or entered into with third parties, hereinafter referred to as other party, by the private company with limited liability VDL Bus Center bv, hereinafter referred to as VDL, unless expressly agreed otherwise in writing.
- 1.2 These Terms and Conditions of Sale and Delivery shall at all times have precedence over differently worded conditions, under whatever name, of the other party or of third parties, unless parties have expressly agreed otherwise in writing.

2 QUOTATIONS AND OFFERS

- 2.1 All quotations and offers from VDL as well as all data provided by VDL in advertisements and printed matter are entirely without engagement unless expressly agreed otherwise. Data from VDL relating to year of manufacture, performance, maintenance costs, speed, etc., including data relating to the length and extent of use, particularly as regards odometer readings, are approximate.
- 2.2 If a quotation or offer includes an expiry date, VDL is not obliged to keep its offer open beyond this date.

3 AGREEMENTS

- 3.1 Agreements come into being only following written order confirmation, in any form whatsoever, or after VDL has started to perform the order. If on account of particular circumstances, including the nature, the volume or the urgency of the order, no order confirmation has been sent, the invoice is considered to be the order confirmation.
- 3.2 Any acceptance that differs from the offer made by VDL is regarded as a new offer and may at all times be rejected by VDL. In that event the agreement comes into being only if and insofar as VDL expressly consents in writing to the alterations and/or additions to the original offer as made by the other party.
- 3.3 Buyer is bound by the order for 4 weeks. The order is considered to have been accepted if VDL fails to cancel it within this period. Revocation of an offer previously accepted by the other party will on no account give rise to any form of liability on the part of VDL to pay compensation.

4 PRICES

- 4.1 The prices specified by VDL are net prices exclusive of VAT or any other government charges applicable to the sale and/or delivery and/or performance of the agreement. The prices specified by VDL are based on prices as applicable on the day of the offer.
- 4.2 The prices are based on delivery ex works.

5 DELIVERY AND COMPLAINTS

- 5.1 Delivery is ex works.
- 5.2 Any goods that have not been collected by the other party after the delivery date has passed continue to be at the disposal of VDL and will be stored by VDL at the other party's risk and expense.
- 5.3 Failure to meet the delivery date can entitle the other party to compensation only if this has been expressly agreed in writing by parties. If VDL is liable on account of failure to meet a delivery date, such liability shall always be limited to the damage for which VDL is insured, or at any rate ought to have been insured on the basis of generally accepted principles. Consequential damage is excluded at all times.
- 5.4 If a delivery date has been agreed, buyer is entitled within 8 days of being notified that the vehicle or merchandise is awaiting collection at the delivery site to check whether the vehicle or merchandise is in the condition agreed in writing. During any test drive the limits of a customary test drive must not be exceeded. Buyer must grant VDL a reasonable period of time to correct any defects pointed out by it. The right to inspection is tacitly renounced if no inspection has been conducted within the period stipulated or if the shipment order is issued. From the moment of delivery to buyer or its representative the vehicle or merchandise is considered to have been accepted and delivered in good condition – as viewed. Delivery has taken place as soon as the vehicle or merchandise has left VDL's company site. Transfer of the vehicle or merchandise by seller takes place at buyer's risk and expense. If buyer has failed to accept the vehicle or merchandise, issue the shipment order, fulfil its payment obligations or provide the agreed security once more than eight days have passed since it was notified that the vehicle or merchandise was awaiting collection, VDL is entitled, without being obliged to set a deadline, to submit a demand for collection, to demand compensation due to non-fulfilment or to cancel the order. In the second case VDL can, without prejudice to the possibility of demanding higher compensation, demand 20% of the selling price by way of lost profits, without this having to be demonstrated and irrespective of whether a delivery time has been agreed.

6 DELIVERY

- 6.1 All delivered goods continue to be the sole property of VDL and at the other party's expense and risk until the moment that all amounts which are and will be due to VDL from the other party arising from any agreement have been paid in full. Except with the express written consent of VDL, the other party is not entitled to pledge, sell, etc. such goods.
- 6.2 If the other party fails to fulfil any obligation arising from the agreement or from these General Terms and Conditions or on any other grounds, VDL is entitled to take back the goods without any formal notice.
- 6.3 The other party is obliged to inform VDL immediately in writing of the fact that third parties are exercising rights with respect to goods that are subject to a retention of title of VDL.
- 6.4 By way of security for correct payment of all amounts due, on any grounds whatsoever, VDL, by entering into an agreement with the other party, also acquires a property right as security with respect to all goods delivered by VDL which are still in the custody of the customer.
- 6.5 The goods delivered by VDL are at the other party's expense and risk from the moment of delivery, even if ownership has not yet been transferred. Until such time as payment has been effected in full, the other party is obliged to insure the goods adequately against fire, theft, claims by third parties and excess. The other party is deemed to have assigned its rights arising from this insurance agreement to VDL until such time as payment has been effected in full. At VDL's request the other party must issue an estate agent's statement.
- 6.6 VDL is not obliged to provide any indemnification to the other party for its liability as holder of the goods.
- 6.7 The other party indemnifies VDL against claims that third parties have, now or in the future, against VDL and that can be linked to the reservation of title made.
- 6.8 If the costs connected to the performance of the agreement are not paid in part or in full by the other party, VDL is at all times entitled to exercise the right of retention on all items to which the performance of the agreement relates and which, in the framework of the agreement, it actually has in its custody.

7 TERMS OF PAYMENT

- 7.1 Unless expressly agreed otherwise in writing, payment must be effected by the other party in cash, less any paid advance or down payment, by not later than the date on which the goods are delivered or the work is completed.
- 7.2 Unless expressly agreed otherwise in writing, payment shall be effected in euros.
- 7.3 The other party is in default, without any formal notice of this in any form whatsoever being required, if it does not meet its payment obligation or any other obligation arising from the agreement with VDL, these General Terms and Conditions or the law, or does not meet them on time.
- 7.4 The claim for partial or full payment of the price agreed can be exercised immediately if the agreed instalment is not paid or not paid on time, if the other party goes bankrupt or files for protection from creditors or if an application has been made to place it in receivership, in the event of any seizure of goods and/or claims by the customer and in the event of death or liquidation of same.
- 7.5 If payment of an invoice (final or progress invoice) has not been effected by the payment deadline stated on the invoice, VDL is entitled, after this deadline has passed, to charge the other party a default interest, with retroactive effect from the invoice date. This default interest is 1.5% per month, with a part of a month being considered a full month.
- 7.6 In addition to the principal sum and the default interest, the other party owes all costs, both judicial and extrajudicial, which arise on account of its failure to pay at all or on time. These include lawyers' and bailiffs' costs. The extrajudicial costs are due from the moment when the other party is served notice of default in any way and are fixed at 15% of the principal sum, with a minimum of EUR 115 plus the VAT payable.

- 7.7 If VDL files for the bankruptcy of the other party, the latter is liable not only for the principal sum, interest and extrajudicial costs, but also for the costs of the bankruptcy application.

8 QUALITY

- 8.1 Cancellation of the agreement by the other party is only possible with the express prior written consent of VDL. If VDL consents to the cancellation of the agreement, it is always entitled to charge the other party 10% of the principal sum by way of loss of profits. The other party is also obliged to reimburse VDL for all costs already incurred by VDL in connection with the agreement and for damage already suffered or to be suffered in the future.
- 8.2 In the event of cancellation, the other party cannot make any claim to anything already performed by VDL.
- 8.3 Cancellation by the other party must always be by means of a registered letter sent to VDL.

9 DISSOLUTION

- 9.1 If the other party fails to fulfil the obligations upon it arising from any agreement concluded with VDL, to fulfil them on time or to fulfil them properly, or in the event of bankruptcy or protection from creditors, of the other party being placed in receivership or of closure or liquidation of its business, it is deemed to be legally in default and VDL is entitled, without seeking recourse to the courts and without any formal notice, to dissolve each of these agreements in full or in part, this without being obliged to the other party or third parties to pay any form of compensation and without prejudice to any other rights accruing to VDL, including VDL's right to compensation for loss of profits, costs incurred and other damage already suffered or to be suffered in the future.
- 9.2 If that provided for in the first section occurs and the other party gains an advantage that it would not have had if it had performed the agreement properly, VDL is in any event entitled to receive compensation amounting to at least the value of this advantage, this without prejudice to the rights further accruing to VDL under this agreement, these General Terms and Conditions and the law.

10 FORCE MAJEURE

- 10.1 VDL is entitled, if obliged to do so by force majeure, to dissolve or suspend the agreement without seeking recourse to the courts and without being obliged to pay any form of compensation whatsoever.
- 10.2 Force majeure is defined as all causes that can reasonably be regarded as being beyond the control of VDL (including war, threat of war, natural disasters, effects of the weather, strikes within its own company or at an ancillary supplier, ancillary suppliers not delivering on time or making a wrong delivery, etc.) and that hamper full or partial performance of the agreement.
- 10.3 If the situation of force majeure is only temporary, VDL is also entitled to suspend the performance of the order until such time as the situation of force majeure has ended.
- 10.4 If the performance of the work is made impossible by a circumstance that is not attributable to VDL, VDL is entitled to payment of the portion of the agreed price that relates to what has already been performed, plus any costs incurred.
- 10.5 If performance of the order has been made impossible due to the other party or government regulations, VDL is entitled to the amount of the agreed price plus any costs, less the costs saved due to non-completion.
- 11 CONFIDENTIALITY
- 11.1 If it is found that due to a circumstance not attributable to VDL an order or part of an order issued to VDL can only be performed in modified form, VDL will notify the other party of this as soon as possible.
- 11.2 In doing so, VDL will indicate the financial consequences, with the agreed modification being charged for or credited for as additional or cancelled work.

12 LIABILITY AND INDEMNIFICATION

- 12.1 VDL is liable only for damage caused to the other party or to third parties that is solely and directly the result of intent and/or gross culpability on the part of VDL, this subject to the proviso that only damage against which VDL is insured or, on the basis of customary practice in this sector, ought to have been insured will be considered for reimbursement.
- 12.2 VDL is on no account liable for damage that arises due to intent and/or gross culpability on the part of auxiliary staff.
- 12.3 Should VDL, notwithstanding that stated above, be liable for damage and this damage is not attributable to intent or gross culpability on the part of VDL, VDL's liability is at all times limited to direct damage to goods or persons and shall never extend to any business interruption or other consequential damage, including loss of income. VDL's liability is also limited to damage and sums against which VDL is insured or ought reasonably to have been insured.
- 12.4 That provided for in the previous section applies only insofar as the liability under the law or agreement (including the General Terms and Conditions) is not already limited to a greater degree.
- 12.5 The other party indemnifies VDL against all claims in respect of any damage caused directly or indirectly to third parties by or in connection with the product or the possession or use thereof, in whatever way and in whatever form, insofar as this exceeds VDL's liability in respect of the other party pursuant to that provided for in these General Terms and Conditions.
- 12.6 The other party indemnifies VDL against all claims by it or third parties due to any defect in the product that is partly caused by conduct of the other party or of its subordinates.
- 12.7 If in the course of legal proceedings any provision laid down in this article is considered to be unreasonably onerous, then only damage against which VDL is insured and up to the maximum for which VDL is insured, or against which VDL ought reasonably to have been insured, partly taking into account the practices that are customary in the sector, will be considered for reimbursement.

13 STATUTORY REGULATIONS AND INSTRUCTIONS

- 13.1 The products supplied by VDL will meet the statutory regulations applicable in the Netherlands regarding operation, transport and safety on the day on which the agreement comes into being.
- 13.2 If between the date on which the agreement comes into being and the delivery or putting into operation any amended statutory regulations come into effect which it is known beforehand will come into force before the delivery, the goods in question will if possible be modified in line with these new regulations. All costs relating to this are for the other party's account.

14 WARRANTY

- 14.1 A second-hand vehicle or second-hand merchandise is sold without warranty. Claims for cancellation of sale, price reduction or compensation are, insofar as permissible by law, excluded. The odometer or hour counter reading provides no guarantee of the vehicle's actual history.
- 14.2 The manufacturer's warranty applies to new vehicles or new merchandise and to the parts. VDL itself provides no warranty.

15 DISPUTES AND APPLICABLE LAW

- 15.1 All disputes, whatever their nature and whatever they may be called – including those regarded as such by only one of the parties – which on the basis of the agreement or of any agreements resulting from it might arise between the other party and VDL shall be submitted to the judgement of the civil court in the district in which VDL is domiciled, this insofar as the statutory provisions so permit.
- 15.2 All agreements to which these General Terms and Conditions apply in full or in part are governed exclusively by Dutch law.
- 15.3 The provisions of the Convention on Contracts for the International Sale of Goods are not applicable, nor are any future international arrangements in respect of the purchase of movable products, the applicability of which may be excluded by parties.