

GENERAL TERMS AND CONDITIONS

A. GENERAL

Article 1 – Definitions

- 1.1 Car Union B.V.: Car Union B.V. registered in the Netherlands in the commercial register of the Chamber of Commerce under number 77076516 and have our registered office at Houtweg 58, Den Haag, South Holland 2514BN. Our VAT number is NL860892542B01. Contact: phone: (+31) 618 525 947, e-mail: info@carunion.nl.
- 1.2 Terms and conditions: these terms and conditions of Car Union B.V.
- 1.3 Service: a service provided by Car Union B.V., including (but not limited to) the sale and purchase of cars.
- 1.4 Other Party: the natural or legal person who purchases Service(s) from Car Union B.V., and/or enters into an Agreement with Car Union B.V.
- 1.5 Agreement: every agreement between Car Union B.V. and an Other Party.
- 1.6 Fee(s): the compensation paid or payable by the Other Party, including, but not limited to, the purchase price in the event of a sale by Car Union B.V., a contractual penalty and/or a contractual obligation on the part of the Other Party to refund payments made by Car Union B.V.
- 1.7 In writing: by letter, by email, by fax or by any other means of communication which, having regard to the state of the art and generally accepted practice, may be regarded as equivalent thereto.
- 1.8 Website: <https://carunion.nl/>

Article 2 – Applicability and Amendments to the General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all Agreements with Car Union B.V., as well as to all offers, quotations and other services provided by Car Union B.V. Any purchasing or other general terms and conditions of the Other Party shall not apply and are expressly rejected by Car Union B.V.
- 2.2 Should Car Union B.V., in the performance of its Services, engage employees and (legal) persons working on its behalf, these General Terms and Conditions shall also apply for the benefit of those employees and (legal) persons.
- 2.3 These General Terms and Conditions shall also apply to future legal relationships between Car Union B.V. and the Other Party, unless these General Terms and Conditions are amended (in the interim). In that case, the new General Terms and Conditions shall apply to future legal relationships.
- 2.4 In the event of any conflict between one or more provisions of the Agreement and these General Terms and Conditions, the Agreement shall take precedence.
- 2.5 Deviations from these General Terms and Conditions shall only be valid if they have been expressly agreed in writing.
- 2.6 If any provision of these General Terms and Conditions is void or is set aside, the remaining provisions of these General Terms and Conditions shall remain in force. In that event, Car Union B.V. and the Other Party shall consult with a view to agreeing, in the spirit of these General Terms and Conditions, on a new provision to replace the void or annulled provision, whilst taking into account, as far as possible, the purpose and intent of the void or annulled provision.

Article 3 – Quotations

- 3.1 All quotations (including offers from Car Union B.V. to enter into an Agreement as referred to in Article 2.1) are non-binding, unless expressly stated otherwise. If an offer or quotation contains a non-binding offer and this offer is accepted by the Other Party, Car Union B.V. shall be entitled to revoke the offer no later than five (5) working days after receipt of the acceptance.
- 3.2 A composite quotation does not oblige Car Union B.V. to supply part of the offer included in that quotation for a corresponding part of the price.
- 3.3 Offers, quotations, prices and rates do not automatically apply to new orders.
- 3.4 All prices are exclusive of VAT and exclusive of import and export duties and other levies imposed by Dutch or foreign authorities.
- 3.5 If access to or at the place of delivery requires additional working hours due to the absence of paving or a hard-surfaced road, or due to other circumstances, Car Union B.V. is entitled to charge for these hours separately.
- 3.6 Illustrations, dimensions, weights, colours and technical specifications in quotations and Agreements from Car Union B.V. must be interpreted such that the Other Party must take into account minor deviations that do not exceed the limits of what is normal.
- 3.7 Unless expressly stated otherwise, prices quoted or agreed are in euros. If prices are quoted in a foreign currency and the equivalent value in euros is stated, this equivalent value is only approximate.
- 3.8 Increases in import duties and levies, changes in foreign exchange rates and measures taken by the Dutch or other authorities may give rise to price changes.

B. CONTRACTS

Article 4 – Formation and amendment of contracts

- 4.1 Where Car Union B.V. provides contracts accompanied by a Dutch (or other) translation of the English text, the English text shall prevail in the event of any conflict or ambiguity.
- 4.2 Car Union B.V. shall at all times and under all circumstances be entitled to refuse orders from the Other Party.
- 4.3 Verbal undertakings by, and agreements with, employees or contractors of Car Union B.V. shall not be binding upon it until and to the extent that they have been confirmed in writing by Car Union B.V.
- 4.4 Deviations from Agreements are only valid if they have been expressly agreed by Car Union B.V. in writing.
- 4.5 If a provision in an Agreement is void or is set aside, the remaining provisions of that Agreement shall remain in force. In that event, Car Union B.V. and the Other Party shall consult to agree, in the spirit of the agreement, on a new provision to replace the void or annulled provision, taking into account as far as possible the purpose and scope of the void or annulled provision.

Article 5 – Fees and payment

- 5.1 Fees must be credited to the bank account specified on the invoice before the expiry of the payment term stated on the invoice. If no payment term is stated on the invoice, payment of the Fee must be made within five days of the invoice date. Where the Other Party has a contractual obligation to refund payments made by Car Union B.V., such payments must be made to the bank account number from which Car Union B.V. made the payment, unless Car Union B.V. specifies a different bank account number.
- 5.2 The term 'net purchase price' refers to the purchase price excluding VAT.
- 5.3 Payment deadlines as referred to in Article 5.1 are always strict deadlines within the meaning of Article 6:83, preamble and under (a), of the Dutch Civil Code. The mere expiry of a deadline shall render the Other Party in default by operation of law.
- 5.4 From the moment the Other Party is in default, the Other Party shall owe Car Union B.V. the statutory commercial interest under Article 6:119a of the Dutch Civil Code on the outstanding amounts. Furthermore, in the event of default, the Other Party is obliged to reimburse Car Union B.V. for the extrajudicial debt collection costs amounting to 10 per cent of the Fee(s) not paid on time, subject to a minimum of EUR 175, excluding VAT. As soon as the Other Party is in default, Car Union B.V. is entitled to suspend its work until the Other Party has paid the outstanding amount.

- 5.5 All costs incurred by Car Union B.V. in connection with legal proceedings against the Other Party shall be borne by the Other Party, even insofar as these costs exceed the court's order for costs, unless Car Union B.V. is ordered to pay the costs as the losing party.
- 5.6 The Other Party shall have no right to suspend performance, and/or to set-off (in whole or in part), and/or to claim compensation.

Article 6 – Suspension and Termination of the Agreement

- 6.1 Car Union B.V. reserves the right to suspend the provision of a Service or the performance of an Agreement for as long as any Fee or interest on a Fee remains due and payable, or the Other Party is otherwise in default of its obligations under the Agreement.
- 6.2 To the extent permitted by applicable law, Car Union B.V. may terminate an Agreement with immediate effect (and therefore without a demand for payment, notice of default or judicial intervention) in writing, which shall also include by email, if the Other Party:
- is in breach within the meaning of Section 6:74(1) of the Dutch Civil Code and/or there is gross negligence, without the breach having been remedied within a reasonable period following a written demand to that effect. A period of ten working days for the Other Party to remedy the breach shall in any event be deemed a reasonable period. If the breach consists of failure to pay a Fee within the payment term, the Other Party shall be in breach without the need for a formal notice pursuant to Article 6:83, preamble and under a, of the Dutch Civil Code; and/or
 - is declared bankrupt; and/or
 - is placed in a situation of suspension of payments; and/or
 - is dissolved and/or ceases its business activities.
- 6.3 Car Union B.V. shall be entitled to full compensation where the Agreement is dissolved pursuant to Article 6(2) or by a court.
- 6.4 In the cases referred to in Article 6(2), Car Union B.V. may also suspend the performance of the Agreement and immediately demand full payment of all sums which the Other Party owes or would owe under the Agreement. Furthermore, in such cases, Car Union B.V. is entitled to claim compensation for any loss it suffers as a result of the suspension and its consequences.
- 6.5 During the performance of the Agreement, Car Union B.V. is entitled to suspend the fulfilment of its obligations until the Other Party, upon request and to the satisfaction of Car Union B.V., has provided security for the fulfilment of all its obligations under the Agreement. This provision applies equally where credit has been agreed.
- 6.6 Refusal by the Other Party to provide the required security as set out in paragraph 5 of this article entitles Car Union B.V. to terminate the Agreement in whole or in part without judicial intervention, in accordance with Article 6.3.

C. LIABILITY AND FORCE MAJEURE

Article 7 – Liability

- 7.1 Car Union B.V. shall not be liable for any direct and/or indirect damage, including but not limited to consequential damage such as lost income and/or savings, business interruptions, loss of trade, turnover, profit or the loss of data arising as a direct or indirect consequence of any attributable failure to fulfil contractual obligations and/or unlawful acts or omissions on the part of Car Union B.V. and/or its employees, except where and to the extent that the damage is the direct consequence of wilful misconduct or gross negligence on the part of Car Union B.V. and/or its employees.
- 7.2 Only such damage against which Car Union B.V. is insured, or should reasonably have been insured in view of the customs prevailing in Car Union B.V.'s sector, shall be eligible for compensation, and only to the extent that the insurance company proceeds to pay out. The following limitations and circumstances apply, irrespective of whether the damage is insured or whether the insurance company makes a payout, and irrespective of the basis of liability:
- Car Union B.V. shall not be liable for damage arising as a result of the Other Party providing incorrect, unlawful, incomplete, unreliable or untimely documents or data;
 - If the Other Party has provided information to Car Union B.V. verbally, Car Union B.V. shall never be liable for any loss arising from misunderstandings or incorrectly agreed information;
 - Car Union B.V. shall not be liable for any loss arising as a result of errors or defects in the products and/or services which Car Union B.V. obtains from third parties and uses in the performance of Agreements;
 - Car Union B.V. shall never be obliged to pay compensation in excess of the Fee for the Service in connection with which it is held liable, unless the amount paid out by Car Union B.V.'s insurance company is higher.
- 7.3 Car Union B.V. shall at all times have the right, where and to the extent possible, to remedy the damage suffered by the Other Party, in which case the Other Party shall provide it with all possible cooperation free of charge.
- 7.4 The Other Party shall be liable for all damage suffered or to be suffered by Car Union B.V. and/or any third party as a direct or indirect consequence of its attributable breach and/or tortious act, including a breach of these General Terms and Conditions. If several Other Parties are jointly liable to Car Union B.V., they shall be jointly and severally liable.
- 7.5 Car Union B.V. and all persons who, by virtue of a legal relationship with Car Union B.V., perform or have performed the Services on behalf of the Other Party may rely on these General Terms and Conditions and the liability-limiting provisions contained therein vis-à-vis the Other Party, even if they are held liable on a non-contractual basis, such as for a tort

Article 8 – Force Majeure

- 8.1 In addition to the provisions of the law, a force majeure event on the part of Car Union B.V. shall be deemed to exist if, following the conclusion of the Agreement, Car Union B.V. is prevented from fulfilling its obligations under the Agreement or from making preparations therefor as a result of any circumstance and/or cause arising outside the control or sphere of risk of Car Union B.V., as well as any unforeseeable circumstance that impedes the performance of the Agreement by Car Union B.V. to such an extent that, temporarily or permanently, the performance of the Agreement becomes impossible or unduly onerous.
- 8.2 Force majeure on the part of Car Union B.V. as referred to in clause 8.1 shall also include the failure of third parties engaged by Car Union B.V. in the performance of the Agreement to fulfil their obligations, anything that may be regarded as force majeure on the part of those third parties, circumstances of a family nature affecting those third parties or Car Union B.V., as a result of which the persons engaged by Car Union B.V. are unable to carry out the work at the agreed time (such as, for example, a death or illness that was not yet known at the time the Agreement was concluded), war, weather conditions in which, in Car Union B.V.'s opinion, the work cannot be carried out, threat of war, civil war, riots, acts of war, fire, water damage, flooding, industrial action, sit-ins, lockouts, import and export restrictions, government measures (for example, in connection with outbreaks of viruses or other pathogens), defects in machinery, equipment, machines or other tools in the broadest sense of the term; malfunctions or defects in computers, software or hardware; on the internet, intranet or network; in servers or at hosting providers; or disruptions to the supply of energy.
- 8.3 Car Union B.V. shall not be obliged to perform its obligations in the event of force majeure on its part or on the part of the Other Party and, if the force majeure situation lasts for more than ten (10) days or if performance is permanently impossible as a result of force majeure, authorised to terminate the Agreement by means of a written notice of termination addressed to the Other Party, without being liable for damages to the Other Party. In such a case, Car Union B.V. shall be entitled to (that part of) the Fee for the Services already provided up to that point and all other costs incurred up to that point in connection with the performance of the Agreement, including, amongst other things, costs incurred in engaging third parties.