

**General terms and conditions of sale and delivery of Transport Reloaded**, having its registered office and principal place of business in (5268 LP) Helvoirt at the address Fazantbos 10, listed in the Trade Register of the Chamber of Commerce under number 62760467.

DEFINITIONS: In these general terms and conditions of sale and delivery, the following terms will have the following meanings:

‘Buyer’: any natural person or legal entity concluding an Agreement with Transport Reloaded in respect of Goods and/or Services to be supplied by Transport Reloaded;

‘Services’: services to be provided by Transport Reloaded for the benefit of the Buyer;

‘Agreement’: all quotations, estimates and/ or offers issued by Transport Reloaded to the Buyer, (purchase) agreements concluded between Transport Reloaded and the Buyer and any follow-up agreements relating to the Goods and/or Services to be supplied by Transport Reloaded;

‘Terms and Conditions’: these general terms and conditions of sale and delivery of Transport Reloaded;

‘Goods’: products and/or other movable items which Transport Reloaded supplies to the Buyer pursuant to the Agreement, including but not limited to trailers and accessories.

#### ARTICLE 1 APPLICABILITY OF GENERAL TERMS AND CONDITIONS/QUOTATIONS/ FORMATION OF AGREEMENT

- a. These Terms and Conditions apply to the Agreement between Transport Reloaded and the Buyer. If stipulations in the Agreement are inconsistent with these Terms and Conditions, the stipulations in the Agreement will prevail, unless agreed otherwise in writing.
- b. Any terms and conditions of the Buyer, by whatever name, will not apply to the Agreement and are expressly rejected by Transport Reloaded.
- c. The quotations issued by Transport Reloaded to the Buyer have a validity period of 30 days and may be revoked or amended by Transport Reloaded at all times. Images and specifications of measurements and/or weights are indicative only, which means that Transport Reloaded will never be liable for deviations. The provision of price lists by Transport Reloaded to the Buyer will not create an obligation to supply Goods and/or Services to the Buyer.
- d. The Agreement will only be formed after Transport Reloaded has confirmed the Buyer’s order or assignment in writing to the Buyer.

#### ARTICLE 2 PRICES, PAYMENTS. All prices exclude VAT and other government levies.

- a. The buyer shall pay for the purchased products on the basis of the invoice issued by Transport Reloaded according to prices specified in pricelists prepared by Transport Reloaded
- b. The Buyer will have to pay all judicial and extrajudicial costs incurred by Transport Reloaded in connection with non-fulfilment by the Buyer of its obligations under the Agreement. Such (collection) costs will be at least 10% of the outstanding principal sum, without prejudice to Transport Reloaded’s right to recover any further costs incurred and/or losses sustained from the Buyer.
- c. The Buyer will be charged the prices set out in the Agreement. However, Transport Reloaded will be entitled – even if the price increase was foreseeable – to adjust the prices for Goods and/or Services not yet supplied and/or paid to demonstrable changes in the cost price of the Goods and/ or Services to be supplied, such as changes in raw material prices, transport costs, tax rates, wages, social security contributions and currency exchange rates.
- d. Prices given by Transport Reloaded in offers and confirmations of orders are ex warehouse and VAT, sales, use and other taxes excluded. The buyer shall be responsible for all taxes applicable to the products supplied by Transport Reloaded, unless the buyer provides written proof of exemption.
- e. All bank charges arising from payments by the buyer or from opening and confirmation of letters of credit are for the account of the buyer.
- f. The buyer shall pay the invoiced price at least at the delivery date mentioned on the invoice.



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- g. If an order is delivered in parts, Transport Reloaded is entitled to demand payment for each partial delivery. An invoice will then be sent for each partial delivery.
- h. If payment is overdue, the buyer is immediately in default, a notice of default is not required.
- i. A late charge at the rate of one (1) percent per month or the highest rate of statutory commercial interest allowed by article 6:119a of the Netherlands Civil Code, whichever is higher, shall be applied to the total invoice price for payments not received within thirty (30) days after the date of invoice.

#### ARTICLE 3 DELIVERY

- a. Deliveries of Goods by Transport Reloaded will be made ex works, as referred to in the Incoterms 2010 or at least the most recent version of the Incoterms, and will be at the Buyer's expense and risk.
- b. If Transport Reloaded – in derogation from the provisions of Paragraph 1 – pays for the delivery of Goods, Transport Reloaded reserves the right to determine the manner and means of transport. In the event of (temporary) breakdowns of the means of transport chosen by Transport Reloaded, Transport Reloaded will be entitled to suspend delivery until the breakdown has been resolved. This means that Transport Reloaded will not be obliged to arrange a replacement means of transport.
- c. In the event that the Buyer fails to take delivery of the Goods supplied by Transport Reloaded, or to do so in time, all costs unnecessarily incurred by Transport Reloaded in connection with the delivery will be payable by the Buyer, as will any (consequential) losses such as costs of transport, safekeeping and storage.

#### ARTICLE 4 DELIVERY PERIODS

- a. An agreed delivery period will not start until the Buyer has made the (down) payments owed until then to Transport Reloaded.
- b. Delivery periods will always be specified by Transport Reloaded to the best of its knowledge and must be regarded as target dates and times. Delivery periods specified cannot be regarded as final deadlines. Transport Reloaded will not be liable in the event that the specified delivery periods are exceeded.
- c. If the specified delivery periods are exceeded, the Buyer will not be entitled to terminate the Agreement, cancel the order or refuse receipt of or payment for the Goods. Likewise, the Buyer will be unable to oblige Transport Reloaded to pay compensation for (consequential) losses on that account. The Buyer also indemnifies Transport Reloaded against third-party claims in that connection.
- d. If Transport Reloaded is unable to perform the Agreement and/or to deliver Goods (in time) due to force majeure (see Article 11) or any other cause outside its control, Transport Reloaded will be entitled to suspend or cancel delivery, or to terminate the Agreement. Transport Reloaded will not be liable for any losses arising from the aforesaid situations on the part of the Buyer and/or third parties.

#### ARTICLE 5 SECURITY

- a. Transport Reloaded reserves the right to check the Buyer's creditworthiness, or arrange for such a check to be made, both prior to and during the performance of the Agreement. The Buyer will cooperate in such a check at all times.
- b. When Transport Reloaded so requests, the Buyer will furnish (additional) security for the payments owed by the Buyer to Transport Reloaded, for example in the form of a Letter of Credit or a bank guarantee.
- c. If Transport Reloaded has good reason to fear that the Buyer will be unable to meet its financial obligations and the Buyer refuses to furnish (additional) security, Transport Reloaded will be entitled to suspend the supply of Goods and/or Services, or to terminate the Agreement.

#### ARTICLE 6 RETENTION OF TITLE

- a. The Goods supplied by Transport Reloaded will remain Transport Reloaded's property until all Transport Reloaded's claims against the Buyer under the Agreement have been paid. Transport Reloaded will be entitled at all times to repossess the Goods supplied or arrange their repossession if the Buyer fails to meet its obligations under the Agreement. All associated costs and/or losses will be at the Buyer's expense and risk.
- b. The Buyer must store and retain the Goods supplied separately, so that they can be identified as Transport Reloaded's property at all times.

c. The Buyer may not dispose of the Goods, or encumber them for the benefit of third parties, until all Transport Reloaded's claims against the Buyer have been paid.

#### ARTICLE 7 COMPLAINTS

- a. The Buyer will inspect the Goods supplied immediately after delivery, or prior to delivery – if this has been agreed in writing – at a location to be determined by Transport Reloaded. If the Buyer fails to do so within eight days of being given the opportunity to do so by Transport Reloaded in writing, the Goods will be deemed to have been definitively accepted. Any complaints about the Goods and/or Services supplied must be submitted to Transport Reloaded within the aforesaid eight-day period, except in the event of hidden defects, in which case the complaint must be submitted to Transport Reloaded by the day following that on which the defect was detected or could reasonably have been detected, but in any case within 14 days of delivery. Failure to do so will be subject to forfeiture of any right relating to a failure on Transport Reloaded's part. The consequences of a rejection will not go beyond an obligation of replacement for Transport Reloaded, without the Buyer being able to claim any form of compensation.
- b. The Buyer will not be permitted to repair the defect or arrange its repair without having obtained Transport Reloaded's prior written consent.
- c. The submission of a complaint will not release the Buyer from its payment obligation.
- d. If a complaint is acknowledged, Transport Reloaded may, at its discretion, repair or replace the Good/Goods supplied or credit the invoice amount, without being obliged to replace the items supplied.
- e. Repairs by third parties must be reported to Transport Reloaded beforehand in writing. The costs will only be reimbursed after Transport Reloaded has agreed to this in writing.
- f. If the items supplied should need to be replaced outside the Netherlands, Transport Reloaded's contribution towards the replacement costs will not exceed the amount which replacement would have cost in that case in the Netherlands.

#### ARTICLE 8 SUSPENSION AND TERMINATION

- a. Only Transport Reloaded will be entitled, at its discretion, to suspend all or part of the performance of the Agreement or to terminate all or part of the Agreement in writing with immediate effect, without judicial intervention being required and without Transport Reloaded being obliged to pay any compensation, if any of the following situations occurs: - failure of the Buyer to fulfil (one of) its obligations under the Agreement and/or these Terms and Conditions; - (an application for) a moratorium or bankruptcy order in relation to the Buyer.
- b. In the event of termination, Transport Reloaded will be entitled to reclaim the Goods already supplied if they have not been paid for (in full) by the Buyer, without prejudice to Transport Reloaded's entitlement to compensation for (other) (consequential) losses, costs and interest.

#### ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS

- a. All intellectual property rights in respect of the Goods and/or Services supplied will be vested in Transport Reloaded.
- b. The Buyer will not be permitted to reproduce, publicise or imitate the Goods either wholly or in part, or to grant third parties' inspection of the Goods, without Transport Reloaded's prior consent.



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#### ARTICLE 10 WARRANTY

- a. Unless agreed otherwise in writing, the warranty period is 12 months after delivery of the Goods. The warranty period for structural defects is 12 months after delivery, with the possibility to prolong till 24 months against up payment. The warranty period for paintwork supplied from 1 May 2019 onwards will also be 12 months after delivery. Assembled components are subject to the warranty conditions of the manufacturer of those components.
- b. Under no circumstances will Transport Reloaded reimburse the Buyer and/or third parties for costs of replacement transport, lost revenue and/or any other form of consequential loss (including lettering and re-lettering).

#### ARTICLE 11 FORCE MAJEURE

- a. Force majeure will exist in any case in the following situations: war, threat of war, riot, fire, factory breakdown, industrial action, traffic congestion, loss or damage during transport, staff sickness, failure of suppliers to fulfil their obligations, or to do so in time, and all other circumstances outside Transport Reloaded's direct control that prevent the performance of the Agreement.

#### ARTICLE 12 LIABILITY

- a. Transport Reloaded will not be liable for losses on the Buyer's part, unless the loss is the result of wilful misconduct or deliberate recklessness (exclusively) on the part of Transport Reloaded's senior staff in the context of the performance of the Agreement.
- b. Transport Reloaded will not be liable for (consequential) losses caused by inadequate or incorrect maintenance of the Goods or careless use of the Goods (such as overloading or incorrect temperature control), or use of the Goods for a purpose other than that for which they are suitable according to objective criteria. Likewise, Transport Reloaded will not be liable for damage caused by and/or to components of the Goods that were installed by third parties.
- c. Transport Reloaded will not be liable for (consequential) losses due to a defect in the Goods, if: 1. Transport Reloaded did not put the Good on the market; 2. it is likely, in view of the circumstances, that the defect which caused the damage did not exist at the time when Transport Reloaded put the Good on the market, or that this defect arose at a later time; 3. the Good was not produced for Transport Reloaded for the purpose of selling or any other form of distribution with an economic objective, and was not produced or distributed in the context of the conduct of Transport Reloaded's business; 4. the defect is due to the fact that the Good is consistent with mandatory government regulations; 5. it was impossible to detect the defect in view of the scientific and technical knowledge available at the time when Transport Reloaded put the Good on the market.
- d. Transport Reloaded can never be obliged to compensate any loss if and insofar as that loss exceeds the amount that the manufacturer would compensate.
- e. Transport Reloaded will not be liable for damage due to whatever cause which occurs to a third party's person or property after the delivery of Goods, including their use by any party.

#### ARTICLE 13 CONCLUDING PROVISIONS

- a. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining provisions of these Terms and Conditions.
- b. These Terms and Conditions may be translated into other languages. In the event of discrepancies between the Dutch version of the Terms and Conditions and any version in another language, the Dutch text will prevail.
- c. The Agreement between Transport Reloaded and the Buyer will be governed by Dutch law, to the exclusion of the Vienna Sales Convention.
- d. Any dispute arising between Transport Reloaded and the Buyer pursuant to the Agreement and/ or the Terms and Conditions will be submitted exclusively to the competent judge of the District Court of Noord-Brabant.