

General Sales and Delivery Conditions of Lievaart Trucks B.V. based in Giessen, Netherlands

These conditions apply to all offers, repair assignments, and purchase agreements related to trucks and other commercial vehicles, parts and accessories thereof (hereinafter collectively referred to as: 'the goods'), as well as advice agreements made with Lievaart Trucks, based in Giessen, Netherlands and its group company CSB B.V., hereinafter both collectively and each individually referred to as "Lievaart".

Article 1. General

1. These terms and conditions apply to all offers and to all purchase and assignment agreements made between Lievaart and a buyer/customer (a legal entity or natural person) acting in the exercise of their profession or business.
2. Deviations from these terms and conditions must be agreed explicitly and in writing. Agreed deviations shall not affect the applicability of the other conditions, and shall never apply to more than one agreement or offer. Lievaart reserves the right to change these conditions at any time.
3. These terms and conditions shall always prevail over buyer's/customer's conditions.

Article 2. Making the agreement

1. All offers and quotations made in any way, by any Lievaart employee, and/or at any place are always without obligations, and are based on the prices and specifications applicable at the time of making the agreement.
2. Verbal arrangements or agreements made by or on behalf of Lievaart are only binding if and when confirmed by Lievaart in writing.
3. If no written agreement is made, Lievaart's written confirmation, delivery note, or invoice counts as proof for the existence and content of the agreement.
4. In case buyer/customer accepts Lievaart's offer by email or other digital means, Lievaart has no obligation to confirm receipt of buyer's/customer's statement. Buyer/customer is not authorized to cancel the agreement because of the absence of such confirmation of receipt.
5. Lievaart has no obligation to verify the accuracy of buyer's/customer's assignments, orders, or notifications. A breach of contract cannot be attributed to Lievaart if it is the result of buyer's/customer's providing incorrect or incomplete information. Buyer/customer is liable for the damage and costs resulting from the provision of incorrect or incomplete information.
6. Acceptance of an offer from Lievaart or an assignment allocated to Lievaart shall be understood to be irrevocable. Buyer/customer is only authorized to cancel an agreement in accordance with the provisions of article 10 of these terms and conditions.

Article 3. Prices

1. All prices are in euros and exclusive of sales tax and/or other government-imposed levies, transport and insurance costs, assembly costs, and any costs related to preparing vehicles for operation and to making and executing changes in the agreement and/or the assignment, as far as such changes result from any legal provision, unless explicitly agreed otherwise in writing.
2. In case of an increase in prices, including those applied by Lievaart's importers and suppliers, due to changes of wage costs, taxes, social charges, other labour conditions, currency proportions, or similar circumstances, arising after the agreement was made between parties, Lievaart is authorized to change the agreed prices accordingly.
3. A price change shall never be a valid ground for dissolving the agreement.
4. If no other agreements are made (e.g. based on the ICC Incoterms), the delivery prices shall be calculated for transport from Lievaart's place of business. In case of delivery elsewhere, at buyer's/customer's request, the corresponding costs shall be borne by buyer/customer.

Article 4. Delivery period and delivery

1. The mentioned agreed delivery period shall be extended, in any case, by any period(s) of:
 - a. delay in the supply and/or shipping and/or any other circumstance temporally hindering the performance of the agreement, regardless of whether this can be attributed to Lievaart or could be foreseen;
 - b. buyer's/customer's failure to comply with one or more obligations towards Lievaart, or Lievaart's reasonable fear that they will fail to comply with one or more of these obligations;
 - c. buyer's/customer's failure to enable Lievaart to perform the agreement.
2. If no delivery date has been agreed, Lievaart shall inform buyer/customer on time and in writing when the goods will be ready for buyer/customer at Lievaart's place of business or will be delivered to the agreed place.
3. In case of exceeding the delivery period, buyer/customer shall never be entitled to any damages, unless the failure to deliver is the result of Lievaart's deliberate actions or gross fault.
4. Delivery in the Netherlands shall be realized from Lievaart's place of business, unless parties have explicitly agreed a different delivery place in writing. The costs and risks of any shipping of goods to another place than Lievaart's place of business, shall be borne by buyer/customer. In case of delivery other than from Lievaart's place of business, the provisions of article 3 paragraph 4 shall apply to the additional costs.
5. Delivery outside the Netherlands shall be realized EX Works (EXW), unless parties have agreed a different Incoterm of the most recent version of the ICC Incoterms.
6. In case buyer/customer does not collect the goods, buyer/customer shall be in default immediately, and the goods shall be stored at their risk and expense. In case customer refuses to collect the goods within the term set by Lievaart, Lievaart is authorized to dissolve the agreement, partly or in whole, and to transfer the goods in any way they choose, without paying any damages.
7. The risk of the truck(s) or other goods that Lievaart accepts in trust for repair or any other purpose shall be borne by buyer/customer, except

in case of Lievaart's deliberate actions or gross fault.

8. Lievaart reserves the right to deliver and invoice an order in parts.

Article 5. Payment

1. Unless agreed otherwise, buyer/customer shall pay all invoices before the delivery of the goods in question or before the performance of the work in question (payment in advance), and is not authorized to suspend or balance payments, and is not entitled to discounts. Lievaart shall not deliver the goods or perform the work in question until the invoice has been fully paid, or until satisfactory security of payment has been provided, at Lievaart's discretion.
2. At Lievaart's first request, which may be made at any time, buyer/customer shall make an advance payment or down payment, or provide Lievaart with a security for compliance with their obligations, in a way determined by Lievaart.
3. In case invoices are not paid in accordance with the first paragraph, buyer/customer shall be in default upon the mere expiration of the agreed payment term, with any need of a notice of default, regardless of whether the expiry of that term can be attributed to buyer/customer or not. Without prejudice to its other rights, Lievaart is then authorized to charge an interest rate of 1% per month over the outstanding amount (counting part as a month as a full month), as of the date of expiration.
4. Lievaart is authorized to suspend new deliveries until buyer/customer has complied with all of their outstanding payment obligations.
5. Payments made by buyer/customer shall serve in the first place to satisfy the costs, in the second place to pay off the built-up interest, and finally to satisfy the oldest outstanding amount and the current interest, even if buyer/customer indicates differently when making a payment.
6. In case of late payment, any exchange rate difference that is disadvantageous to Lievaart shall be borne by customer. The reference dates shall be the expiration date of the invoice and the payment date.
7. If Lievaart is forced to outsource the collection of any amount, both the judicial and extra-judicial costs shall be borne by buyer/customer, in addition to Lievaart's claims to damages. The extra-judicial collection costs are fixed at 15% of the amount due, with a minimum of €375.00, and the judicial costs are fixed at the amount Lievaart actually paid with regard to the procedure, even if this exceeds the liquidation rate for legal costs.
8. Lievaart is authorized to offset all amounts payable by buyer/customer to Lievaart, to amounts payable by Lievaart to buyer/customer, regardless of whether these amounts are already due and regardless of the currency.
9. Lievaart is authorized to transfer claims, including the corresponding and resulting rights, partly or in whole, to a company affiliated, in any way, to Lievaart, or to a third party.

Article 6. Retention of title and lien

1. Lievaart retains the property of all goods delivered by Lievaart to buyer/customer until the purchase price of all these goods has been fully paid. If Lievaart carries out work for buyer's/customer's benefit, to be paid for by buyer/customer, with the framework of this purchase agreement, the retention of title of the delivered goods applies until buyer/customer has also paid Lievaart all due amounts, in full, for carrying out this work. The retention of title also applies to any claims Lievaart may have against buyer/customer due to their failure to comply with one or more of their obligations towards Lievaart.
2. As long as the property of the delivered goods has not been transferred to buyer/customer, buyer/customer cannot transfer these goods or grant a third party any other right to these goods, and is obliged to notify Lievaart immediately of any circumstance that harms or may harm Lievaart's interest as the owner of the goods. Lievaart has no obligation to indemnify buyer/customer against any liability they might have as the holder of the goods.
3. Buyer/customer indemnifies Lievaart against any claims third parties might have against Lievaart with regard to the retention of title.
4. Buyer/customer shall take out and maintain a third-party insurance and comprehensive insurance for the truck(s) and trailer(s) for the duration of the retention of title. Buyer/customer shall also maintain the truck(s) and trailer(s) (or have them maintained) in accordance with factory requirements, for the duration of the retention of title. Buyer/customer hereby authorizes Lievaart irrevocably to claim payments under the comprehensive insurance in their name.
5. In case buyer/customer fails to comply with their obligations, or Lievaart has reasonable fear that they will fail to comply with these obligations, Lievaart is authorized to recover the goods delivered under retention of title. After recovery, buyer/customer shall be credited with the market value, which shall not exceed the original purchase price in any case, after deducting the costs incurred for recovery and any amounts payable to Lievaart due to the failure to comply with their obligations.
6. Lievaart can exercise the lien – if and as far as applicable also against third parties – on everything that is in its possession for or on behalf of buyer/customer, as long as buyer/customer has not fully paid the goods delivered or services provided by Lievaart and the non-payment constitutes a failure that can be attributed to buyer/customer, including any damage, interest, and costs payable by buyer/customer to Lievaart, now or in the future, under any agreement or under these terms and conditions.

Article 7. Part exchange/Purchase

1. In case of purchase of goods in part exchange for other goods, if buyer/customer keeps using the goods to be exchanged while they are awaiting the delivery of the purchased goods, all risk and expense of these goods to be exchanged remain with buyer/customer as long as they have not actually delivered them to Lievaart. Until that moment, they remain the owner of the goods for

part exchange, and all costs, including those for maintenance, damage, loss, and depreciation shall be borne by buyer/customer. An agreed exchange price shall not be binding for Lievaart if the actual delivery of the goods for part exchange is realized later than the estimated delivery time. In that case, a percentage agreed beforehand between parties may be applied to the purchase price by way of depreciation. All documents corresponding to the goods must be handed over to Lievaart no later than at the moment of delivery of the goods. If the requirement provided in the previous sentence is not met, Lievaart is authorized to deduct the costs arising from the absence of these documents from the purchase price, or to charge buyer/customer for these costs separately.

2. Unless explicitly agreed otherwise in writing, buyer/customer guarantees Lievaart that one or more of the goods for part exchange are free of third party rights and claims, are undamaged, are in sound and traffic-safe condition, and have not been manipulated, e.g. with regard to mileage, and generally guarantees Lievaart that they are not aware of any facts or circumstances, regarding the goods for part exchange, of which they suspect or should reasonably know that they (might) be important to Lievaart, who is or remains unaware of these facts or circumstances.
3. The actual part exchange shall not discharge buyer/customer of the guarantee referred to in paragraph 2.

Article 8. Non-compliance, dissolution, and suspension

1. Lievaart is authorized to dissolve the agreement or suspend the performance, partly or in whole, with immediate effect, without judicial intervention and without prejudice to its other rights (to compliance and/or damages), in case:
 - buyer/customer acts contrary to any provision of the agreement (including these terms and conditions) between parties;
 - buyer/customer dies;
 - buyer/customer applies for a moratorium or files their petition in bankruptcy;
 - bankruptcy proceedings are instituted against buyer/customer;
 - buyer/customer's company is discontinued or liquidated;
 - a private settlement is offered.In these cases, every claim against buyer/customer shall be immediately due, without any obligation for Lievaart to pay damages or provide warranty.
2. In case buyer/customer culpably fails to comply due to its own fault, Lievaart is authorized to dissolve the agreement. In that reason, buyer/customer shall pay Lievaart an immediately due penalty of 15% of the agreed sum, without notice of default or judicial intervention and without prejudice to Lievaart's right to full damages and reimbursement for the costs referred to in article 5 paragraph 7.
3. In case Lievaart demands compliance with the agreement pursuant to paragraph 1, buyer/customer shall pay Lievaart an immediately due penalty of 0.3 percent of the agreed purchase price for every day that passes after expiration of a fourteen-day period, until the day of full compliance, without prejudice to Lievaart's right to full damages and reimbursement for the costs of redress, including the costs referred to in article 5 paragraph 7.
4. In case customer does not pay on time or fails to collect the goods within fourteen days, Lievaart shall be authorized to resell the sold goods without further notice, in which case any down payment to Lievaart shall be regarded as a compensation for damages suffered by Lievaart, unless buyer/customer demonstrates that these damages were lower.
5. In all cases in which buyer/customer is aware of facts and/or circumstances that give them reason to fear that they will not be able to comply with their obligations towards Lievaart, they shall notify Lievaart of this immediately.

Article 9. Liability

1. Lievaart is only liable towards buyer/customer for damage that is the foreseeable and direct result of Lievaart's culpable failure to comply with their obligations under the agreement. All forms of consequential or indirect damage, including but not limited to: business interruption, delay damage (other than legal interest), damage due to depreciation, lost benefit, lost profit, suffered losses, costs of replacing transport, rent, or lessor third party (material) damage, cargo damage, and personal or immaterial damage are excluded from compensation.
2. As far as Lievaart is liable to pay damages pursuant to the provisions of paragraph 1 above, Lievaart's liability is limited to the determined damage up to the invoice amount, or, as far as legally required, up to the amount paid out to Lievaart under Lievaart's (liability) insurance policy.
3. With regard to the state of the services provided and/or goods delivered by Lievaart (including repairs and advice), Lievaart's liability towards buyer/customer is limited to the description in the warranty conditions provided in article 11. Buyer/customer is not entitled to the rights legally granted to a buyer/customer not acting in the exercise of a profession or company, such as the right provided in Book 7 of the Dutch Civil Code that the goods comply with the agreement at the time of delivery.
4. Any other demand of damages, for any reason whatsoever, is excluded.
5. Lievaart does not give any additional guarantee and/or indemnification with regard to any third party claims or to Lievaart's power of disposal. Buyer/customer indemnifies Lievaart against all third party claims, including but not limited to third party claims for recovery of their property.

Article 10. Force majeure

1. Lievaart cannot be held to its obligations in case it is unable to comply with them due to force majeure. In that case, Lievaart is authorized to perform the agreement within a reasonable term, or to dissolve the agreement, partly or in whole, without being liable for any damages. In case of force majeure, buyer/customer is only authorized to dissolve the agreement after allowing Lievaart a

reasonable term for the performance of the agreement.

2. Force majeure, within the meaning of these terms and conditions, includes all circumstances beyond Lievaart's control, either foreseeable or not at the time the agreement is made, due to which compliance cannot reasonably be required from Lievaart, such as war, import and export restrictions, government-imposed measures, lack of raw materials, factory or transport disruptions of any kind, strikes, exclusion or lack of personnel, quarantine, trade bans, epidemics, hold-ups due to frost, failure by suppliers or third parties engaged by Lievaart for the performance of the agreement, customer's late delivery of the cargo customer wishes to transport by means of the bought goods, etc.

Article 11. Sanctioned countries

1. Buyer/customer is not permitted to transfer, sell, or deliver the goods to a party based in a country that has been sanctioned by the United Nations, the European Union, the United States, and/or other countries, or to transfer, sell, or deliver them to a customer or end user sanctioned by these parties or authorities directly or indirectly, or to transfer, sell, or deliver them for a sanctioned end use.
2. Buyer/customer indemnifies Lievaart against any and all consequences, in the broadest sense of the word, resulting from buyer's/customer's conscious or unconscious violation of the prohibition provided in the previous paragraph, including but not limited to an administrative or other penalty.

Article 12. Warranty and claims

3. Deliveries of goods, including parts, materials, and accessories, are not subject to any warranty other than that offered by the manufacturer, importer, or supplier, as stated on the warranty forms provided to buyer/customer. If no warranty forms were provided in relation with goods purchased from third parties or work carried out by third parties on Lievaart's behalf, Lievaart cannot be held liable for any warranty other than that which Lievaart obtained from that third party. Warranty on goods used before by third parties (including second-hand articles, demonstration models, and exchange parts) is explicitly excluded, unless parties have explicitly agreed otherwise in writing.
4. Any warranty expires if buyer/customer or a third party has carried out any work related to the goods and/or services for which the warranty is claimed without Lievaart's prior written consent.
5. In case of any warranty, Lievaart is only obliged, at its own discretion, to replace, complete, or repair the delivered goods if the defect does not relate to a common abnormality and is not the result of buyer's/customer's or a third party's acts or omission, or of normal tear and wear. The goods, or parts thereof, that were replaced become Lievaart's property.
6. No warranty is offered for emergency repairs carried out. The warranty expires in case of improper use or in case buyer/customer themselves or a third party have carried out work related, directly or indirectly, to the repairs made by Lievaart, with regard to which the warranty is claimed, without Lievaart's prior consent.
7. Claims with regard to goods delivered by Lievaart or services provided by Lievaart must be lodged with Lievaart within a reasonable term, but no later than fourteen days after the reason for lodging the claim was discovered or could reasonably have been discovered, on pain of expiration of any claims. This term starts at the moment of actual delivery of the goods or the moment of provision of the service.
8. Lodging a claim does not give buyer/customer the right to suspend their payment obligations.
9. After the actual delivery, no claims can be made with regard to externally visible defects of goods delivered by Lievaart, such as scratches, dents, etc., unless buyer/customer produces proof to the contrary.
10. Returned goods shall not be accepted by Lievaart, unless agreed in writing beforehand. Shipping costs of the goods shall be borne by buyer/customer, unless agreed otherwise in writing.

Article 13. Conversion

In case one or more provisions of these terms and conditions or an agreement with customer are invalid or partly invalid, all other provisions shall remain in full force. The invalid provisions shall be replaced by a fitting arrangement that approaches the parties' intentions and their intended economic result as closely as possible in a legally valid way.

Article 14. applicable law

All legal relationships – including but not limited to any disputes related to them – between Lievaart and buyer/customer are governed exclusively by the laws of the Netherlands, even if a commitment is fulfilled abroad, partly or in whole, or if buyer/customer is domiciled or based abroad. Disputes arising within the framework of the agreement shall be brought exclusively before the Dutch judge with jurisdiction in Lievaart's place of business.