

# GENERAL TERMS AND CONDITIONS OF ABSOLUTE MOTORS B.V.

These General Terms and Conditions are effective from 1 January 2024. They apply to every offer of and agreement between Absolute Motors B.V. (and its affiliated parties), having its registered office in Ridderkerk and registered in the Trade Register under number 67084583 (hereinafter referred to as: 'AM', 'seller' and/or 'repairer') and consumers/non-consumers and are provided prior to the conclusion of the agreement.

## DEFINITIONS

In these General Terms and Conditions the following terms shall have the following meanings:

- *car*: a passenger car, or van with a total weight including load capacity not exceeding 3,500 KG.
- *the car to be purchased*: the car to be sold by the consumer/non-consumer to the seller as part of the agreement, also referred to as a trade-in car.
- *the agreement*: the sales purchase agreement of a new or used car, parts or accessories, (including film such as wrapping and Xpell).
- *the seller*: the person who sells a new or used car, parts or accessories to a consumer/non-consumer.
- *consumer*: any natural person acting as a buyer or customer for purposes outside his business or professional activity.
- *the non-consumer*: any person acting as a buyer or customer for purposes that are related to his business or professional activity.
- *the assignment*: the agreement concluded with the consumer/non-consumer to perform work such as assembly, dismantling, restoration, repair, transport, or maintenance work, voluntary or statutory inspections and tuning on the car.
- *the repairer*: the person who performs or causes to perform an assignment in relation to a car, parts or accessories.
- *written*: in writing or electronically.

## PURCHASE

### Article 1 – The offer

1. The seller shall make a written or verbal offer.
2. This offer shall provide a complete and accurate description of the offer, i.e. the price and the rights and obligations of the consumer/non-consumer and the seller. The description of the offer shall be sufficiently detailed to allow the consumer/non-consumer to make a proper assessment of the offer.
3. The offer shall state the price of the car, part or accessory on offer.
4. If the seller uses pictures of the car, part or accessory, these shall be truthful.
5. Obvious mistakes in the offer shall not be binding on the seller.
6. The consumer/non-consumer must accept within the term specified by the seller. If no term has been specified, the buyer must accept immediately.

### Article 2 – The agreement

The seller shall record the agreement in writing and provide the consumer/non-consumer with a copy thereof. The agreement between the consumer/non-consumer and seller shall be valid even if the agreement is not in writing.

### Article 3 – The content of the agreement

The written agreement shall state at least:

- the identity of the seller, such as trade name, business address, telephone number and email address;
- the identity of the buyer;
- the description of the car, parts or accessories;
- the price of the car including accessories at the time of purchase and unavoidable costs, or:
- the price of a part or accessory purchased separately;
- the method of payment;
- the delivery date and whether it concerns an estimated or fixed date. If no delivery date has been agreed, the car, part or accessory shall in any case be delivered within 60 days of the conclusion of the agreement.

### Article 4 - Price adjustments

1. Changes in a levy by the government shall in any case be understood to mean a changed tax or excise duty and shall be passed on to the consumer/non-consumer.
2. The seller may adjust the price on the basis of a change in, inter alia: factory prices, importer prices or exchange rates. The seller shall inform the consumer/non-consumer of a price adjustment, stating the reason, without delay. In case of a price increase, the consumer may dissolve the agreement within 10 days, unless the price increase is due to a change in a government levy, as referred to in paragraph 1.
3. If the seller has been given notice of default pursuant to Article 6, but the specified period has not yet expired, then only a price increase due to a change in a government levy may be passed on.

### Article 5 - The risk to the car

1. If the purchased car breaks down or is lost before it is delivered to the consumer/non-consumer, this shall be for the account and risk of the seller.

2. If the car to be purchased breaks down or is lost before the car is delivered to the seller, this shall be for the account and risk of the consumer/non-consumer.

### Article 6 - Delivery and default

1. In the case of a fixed delivery date, the seller shall be in default once that date has expired.
2. In the case of an estimated delivery date, the consumer/non-consumer must first give the seller notice of default. This means that the seller shall be afforded an additional three-week period to deliver. If the seller has failed to deliver the car, part or accessory upon expiry of this period, the seller shall be in default.
3. In the following cases, no notice of default by the consumer/non-consumer shall be required:
  - if the seller has indicated that it will not deliver;
  - if delivery before the agreed delivery date is essential, considering the circumstances at the time of concluding the agreement, e.g. because the consumer/non-consumer has made this known or because the car, part or accessory is needed for a special occasion.

### Article 7 - Consequences of default

1. If the seller is in default pursuant to Article 6, the consumer/non-consumer may dissolve the agreement.
2. If exceeding a delivery period is a consequence of force majeure on the part of the seller, both the buyer and seller shall have the right to dissolve the agreement. The right to dissolve the agreement arises as soon as the agreed fixed term is exceeded. In all cases in which the seller may invoke a situation of force majeure of a permanent nature, both parties shall be entitled to dissolve the agreement.

### Article 8 - Cancellation

1. The consumer may cancel the agreement even if the seller is not in default.
2. Cancellation may take place until the purchased car, part or accessory, or the car to be purchased is delivered and cancellation must be in writing.
3. The consumer must compensate all damages resulting from the cancellation. This damage shall be set at a minimum of 15% of the total purchase price of the car, part or accessory, or the actual damage in the event it exceeds 15%.
4. The damage must be paid within ten days of the cancellation. If the consumer has failed to pay after ten days, the seller may notify the consumer in writing that the consumer must still honour the agreement. In that case, the consumer may no longer invoke cancellation.

## REPAIRS, MAINTENANCE AND ASSEMBLY

### Article 9 - Quotation and deadline

1. The assignment for work shall preferably be issued in writing. An assignment issued electronically by the customer shall only be effected once it has been confirmed by the repairer. The repairer shall provide a quotation and a delivery date in advance. This quotation and delivery date shall be considered estimates, unless the consumer/non-consumer and the repairer have agreed on a fixed price or a fixed delivery date.
2. If, in the case of a non-fixed price, the cost of the work on the car exceeds the approximate estimate by more than 15%, the repairer must discuss this cost increase with the consumer/non-consumer.
3. The consumer may cancel the assignment at all times. However, the costs already incurred by the repairer and the work already completed at the time of cancellation must be paid.
4. The repairer shall communicate with immediate effect if completion of the work is likely to be later than the delivery date. The repairer shall also provide information about the date of completion of the work.
5. If a fixed delivery date is exceeded, the consumer shall be entitled to reasonable compensation, unless in case of force majeure on the part of the repairer.

### Article 10 – The invoice

The consumer/non-consumer shall be provided with an itemised invoice of the work carried out and shall specify taxes, excise duties and levies.

### Article 11 - Storage costs

1. If the consumer/non-consumer fails to collect the car within three working days after receiving notice that the work has been completed, the repairer may charge a storage fee.
2. The storage costs shall be considered the costs normally charged by the repairer. If there are no fixed storage costs, the repairer will charge a reasonable fee.

### Article 12 - Right of retention

The repairer may exercise a right of retention on the car, part or accessory. This means that the repairer will not return the car, part or accessory until the consumer/non-consumer has paid in full the invoice related to this or earlier work or other costs arising from a contractual relationship with the consumer/non-consumer.

### Article 13 – Replacement parts

1. If a consumer/non-consumer requests the parts to be replaced, he shall be given them after completion of the assignment.
2. In the event of a pending warranty claim between the repairer and a warranty provider, such as a manufacturer or importer, the repairer may refuse to hand over the parts.
3. If the consumer/non-consumer has not requested and/or collected the parts within four weeks, or not in time, the replaced and/or dismantled parts (such as rims/tyres and exhausts) shall also become the property of the repairer, without the consumer/non-consumer being entitled to any compensation.

### Article 14 - Damage assessment

If the repairer has carried out a damage assessment, the consumer/non-consumer shall be charged for the actual costs thereof. These shall not be charged if the assignment for repairs is issued to the repairer. The assessment costs shall be agreed in writing.

### Article 15 – Warranty

1. AM guarantees the proper performance of the accepted or subcontracted assignments and the materials used as part thereof within the European Economic Area for a period of three months, to be calculated from the time that the car has again been made available to the customer. The warranty includes the subsequent performance of the assignment not or not properly performed within a reasonable period and without significant inconvenience. The warranty issued by the manufacturer or importer shall apply to new parts.
2. If, after carrying out a chip tuning and/or other modifications ordered by the customer, accelerated or more severe wear and tear occurs to parts of a car, the manufacturer's or importer's warranty lapses or another disadvantage arises for the customer, such damage shall in all cases remain at the expense of the customer.
3. No warranty is given on commissioned emergency repairs.
4. Warranty claims shall lapse if:
  - a. the customer does not notify AM of the defects as soon as possible after they have been discovered;
  - b. AM is not afforded the opportunity to remedy the defects;
  - c. third parties have performed work in connection with the work carried out by AM without AM's prior knowledge or consent. The warranty does apply if the need for immediate repair has occurred elsewhere and this can be demonstrated by the customer on the basis of the information provided by the other repairer and/or on the basis of the broken parts. The provisions under b. and c. shall not apply if repair abroad is necessary. In that case, the repair costs shall be reimbursed on the basis of the price level as applicable at AM. This reimbursement shall never exceed the actual costs incurred.

## GENERAL PROVISIONS

### Article 16 – Payment

1. Payment must be made by crediting the invoice amount to the bank account specified by AM.
2. Payment must be made no later than the time of delivery of the car, part or accessory or upon completion of the work.
3. The seller/repairer and consumer/non-consumer may agree in writing that payment is not to be made immediately. If no exact payment date is set, the payment term shall be fourteen days after the invoice date.
4. The consumer/non-consumer must pay the amount due before the payment date. If the consumer fails to do so, the seller/repairer shall send a payment reminder at no charge after the said date and afford the consumer the opportunity to pay the outstanding amount within fourteen days of receiving this payment reminder.
5. The non-consumer shall be in default by operation of law immediately upon expiry of the final payment date.
6. If payment has still not been made after the payment reminder has expired, the seller/repairer may charge interest to the consumer from the date of default. This interest is equal to the statutory interest rate.
7. The non-consumer shall owe statutory commercial interest from the date of default.
8. Collection costs may also be charged for extrajudicial costs. For consumers, the amount of these costs shall be subject to (statutory) limits. This may be deviated from for the benefit of the consumer.
9. The extrajudicial costs for the non-consumer amount to 15% of the principal sum, with a minimum of €250.00.
10. AM may require the consumer/non-consumer to make a deposit. For the consumer, this may be a maximum of 50% of the agreed price. AM may require a deposit for the purchase of parts in the amount of the agreed quotation price.
11. The non-consumer may not claim set-off or suspension.

#### **Article 17 – Delivery**

1. The car or other item on which AM has carried out the work shall be delivered to AM's premises. On request, delivery may also be made elsewhere. Any related costs shall be borne by the consumer/non-consumer.
2. An item the consumer/non-consumer has entrusted to AM for work to be performed shall remain at the risk of the consumer/non-consumer. The latter shall adequately insure this item at their own expense.

#### **Article 18 – Retention of title to a car**

The car delivered to the consumer/non-consumer shall remain the property of the seller until the consumer/non-consumer has paid in full the amounts due under the purchase agreement. Until the consumer/non-consumer has obtained formal ownership of this car, he must effect third-party and Casco insurance (comprehensive insurance) for the car, pay the costs and bear the risk of the car being damaged or going missing. Furthermore, the consumer/non-consumer must have maintenance carried out at his expense. As holder and driver of the car, the buyer shall be liable.

#### **Article 19 - Distance/off-premises contracts**

Consumers have rights and obligations that follow from the provisions for contracts between traders and consumers, see Book 6 Title 5 Section 2b of the Dutch Civil Code. This only applies when a contract/assignment is concluded remotely and off-premises, within the meaning of Section 6:230g of the Dutch Civil Code. In that case, the statutory provisions shall apply in addition to and in derogation from these General Terms and Conditions.

#### **Article 20 – Complaints**

A consumer/non-consumer who has a complaint regarding the sale of a (used) car, part or accessory must first contact the seller and/or repairer and communicate their complaint within a reasonable time.

#### **Article 21 – Liability**

1. If the seller and/or repairer is found to be in default, the total liability of the seller and/or repairer shall be limited to the amount equal to the sum paid by the consumer/non-consumer under the agreement or assignment, with a maximum equal to the insured amount paid out by the insurer of the seller and/or repairer by virtue of the performance of the agreement or assignment.
2. AM accepts no liability for consequential damage and/or indirect damage, including but not limited to trading loss, losses due to delay, loss of profit, losses incurred, decrease in value, damage resulting from the use of substitute transport, damage to third-party goods, personal and immaterial damage.
3. Limitations of liability shall apply to consumers only to the extent permitted by law.
4. The non-consumer may not invoke the statutory rights of Book 7 of the Dutch Civil Code, including the right to invoke non-conformity.

#### **Article 22 – Deviations**

Deviations from these General Terms and Conditions shall only be valid if they have been recorded in writing by both parties.

Any agreed deviation shall apply once only.

#### **Article 23 – Personal data**

The personal data of the consumer/non-consumer specified in the agreement or assignment are processed by the seller and/or repairer in accordance with the Personal Data Protection Act/the General Data Protection Regulation. On the basis of this processing, the seller and/or repairer may:

- perform the assignment or purchase agreement and fulfil its warranty obligations towards the consumer/non-consumer;
- provide the consumer/non-consumer with the best possible service;
- in the case of a legitimate interest, provide the consumer/non-consumer with up-to-date product information in good time and make personalised offers;
- the car data shall be recorded in the odometer reading register. Odometer readings will be registered in this system in order to prevent fraud with odometer readings.

Any objection of the consumer/non-consumer to the processing of personal data within the meaning of the law for direct mailing purposes shall be honoured by the seller and/or repairer.

#### **Article 24 – Applicable law and jurisdiction**

1. This agreement shall be governed by Dutch Law.
2. In the event of a dispute between a non-consumer and AM, the court in Rotterdam shall have jurisdiction to hear the dispute, or another court at AM's discretion.
3. In the event of a dispute between a consumer and AM this shall be the competent court according to the law.