

GENERAL TERMS AND CONDITIONS OF SALE ELGERSMA B.V.

1. Definitions and interpretation

1.1 In these General Terms of Sale, terms beginning with a capital letter have the following meanings:

Delivery: the moment referred to in Article 5.5;

GTC: these general terms and conditions of sale of Elgersma;

Article: the relevant article in these GTC;

Direct Damage: are exclusively (i) the reasonable costs which the Client would have to incur to have Elgersma's performance comply with the Agreement, (ii) the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to Direct Damage within the meaning of these GTC and (iii) the reasonable costs incurred to prevent or limit Direct Damage within the meaning of these GTC insofar as these costs have actually resulted in prevention or limitation;

Elgersma: Elgersma B.V. and/or its affiliated companies, trading under the following trade names, among others: BOVAG Ledenwinkel, Elgersma Automotive Supply, WE-POWER and Waxoyl;

Warranty period: has the meaning set out in Clause 9.1;

Goods: the (parts of) goods to be sold and delivered by Elgersma under the Agreement;

Importer: if Customer is a Brand Dealer, the importer of the relevant car make of which Customer is (co-)Brand Dealer;

Client: the legal or natural person acting as Elgersma's (potential) counterparty to the Agreement;

Brand Dealer: the Customer who, on the basis of an agreement with an Importer, is entitled to be a dealer or agent of one or more car makes in any way, varying from the full dealership or agency to being entitled to sell and/or install original parts of the car make in question, whereby the Importer in question will in any case take care of payment to Elgersma in respect of Goods purchased by the Customer.

Agreement: an agreement between Elgersma and the Client for the sale and delivery of Goods and/or performance of Work, which is concluded with due observance of the provisions of Article 3;

Parties: Elgersma and Customer together; and

Work: all work for which Elgersma has been engaged by the Client or which for other reasons has been performed by Elgersma for the Client.

1.2 Unless otherwise provided in these GTC or in the Agreement:

(i) "written" also means electronic data communication, such as messaging by e-mail, internet or EDI; and

(ii) words indicating the singular also include the plural and vice versa.

1.3 These GTC form an inseparable part of the Agreement. In case of conflict between the provisions of these GTC and the provisions of the Agreement, the provisions of the Agreement shall prevail.

1.4 All deadlines stated in the Agreement are indicative and shall never apply as deadlines. Exceeding such a term shall not constitute default on Elgersma's part and shall not be a reason for rescinding the Agreement.

1.5 The rights and claims of Elgersma contained in these GTC and the Agreement shall apply in addition to the rights and claims that Elgersma has against the Client under the law in the event of a breach of performance or for any other reason.

2. Applicability

2.1. These GTC apply to all applications, offers and quotations of Elgersma and form part of all Agreements between the Parties, where Elgersma acts as (potential) supplier of Goods and/or Work to (a) Client, regardless of the manner in which this Agreement is concluded.

2.2. The applicability of any general or (purchase) conditions or stipulations of the Client, under whatever name, is expressly rejected by Elgersma and such general (purchase) conditions are therefore not applicable to the Agreement.

2.3. Amendments and supplements to the GTC shall only apply if agreed in writing between the Parties. The other provisions of the GTC remain in full force and effect. The amendment and/or addition shall only apply to the relevant Contract for which the amendment and/or addition has been explicitly agreed.

2.4. If Elgersma concludes Agreements with the Client more than once, these GTC shall apply to all subsequent Agreements, regardless of whether or not these have been explicitly declared applicable (again) and/or Elgersma has (again) fulfilled its information obligation in this regard.

2.5. If Elgersma does not (immediately) exercise its rights under the Agreement and/or the GTC at any time, this shall not affect its right and ability to do so (as yet) in the future for reasons of its own.

2.6. If any of the provisions of the Agreement or these General Terms and Conditions prove to be void or voidable, the Agreement and General Terms and Conditions shall otherwise remain in full force. The parties will then consult in order to agree on a new provision to replace it, which provision should be as much as possible in line with the purpose and purport of the void or voided provision.

3. Conclusion and execution of the Agreement

- 3.1. Elgersma's offers and quotations are without obligation, unless the relevant document expressly shows that Elgersma's offer is binding.
- 3.2. If Elgersma shows a model or demo, this is done by way of indication only and no rights may be derived therefrom. The Products and/or Work to be delivered may contain minor deviations from the model or demo.
- 3.3. The Agreement between the Parties is concluded when the Client has accepted Elgersma's offer or quotation unchanged and in writing or when execution of the offer is started.
- 3.4. An Elgersma quotation or offer is valid for one (1) month. If after this period the quotation or offer is not accepted by the Client, this quotation of automatically expires, unless Elgersma waives this provision in writing.
- 3.5. If the Client has accepted an offer from Elgersma, Elgersma is entitled to revoke the offer within two (2) working days of receiving the acceptance.
- 3.6. Agreements with or promises made by Elgersma's subordinates or intermediaries or third parties engaged by Elgersma are only binding on Elgersma if Elgersma has confirmed these agreements or promises to the Client in writing.
- 3.7. Elgersma is entitled, if Elgersma deems it desirable, to have certain Work performed by a person or third party designated by Elgersma without notification to or express permission from the Client.
- 3.8. The Client guarantees to supply all data required by Elgersma correctly and completely to Elgersma. Elgersma is not liable for any failure and/or damage arising from, or in connection with, incorrect or incomplete data provided by the Client to Elgersma.

4. Purchase, ownership and risk

- 4.1. Elgersma shall sell, as Customer purchases, the Goods as described in the Agreement and transfer ownership of the Goods to Customer subject to the provisions of Article 4.3. Elgersma retains title to the Goods until Customer has paid

(i) full compensation and (ii) any claims (including interest) for default to Elgersma.

- 4.2. Risk in respect of the Goods shall pass upon Delivery.

5. Delivery of Goods

- 5.1. Delivery of the Goods shall take place in the manner, place and - subject to the provisions of Clause 1.4 - the time as specified in the Agreement.
- 5.2. Elgersma shall endeavour to notify the Customer in writing of any delay or expected delay in the performance of the Agreement as soon as possible.
- 5.3. The delivery time starts from the latest of the following times:
 - the day of conclusion of the Agreement;
 - the day of receipt by Elgersma of the information necessary for the performance of the Agreement; or
 - the day of receipt by Elgersma of that which according to the Agreement is to be paid by the Client in advance.
- 5.4. If the time within which delivery will take place is expressed in days, this will be regarded as working days, not being a rest day (Saturday or Sunday) or bank holidays.
- 5.5. The moment when the Goods are made available to the Customer is deemed to be the moment of delivery and the moment when the risk in respect of the Goods passes from Elgersma to the Customer ("**Delivery**"). If the Goods cannot be delivered on the agreed delivery date because the Customer refuses or fails to take delivery of the Goods, this shall be deemed to be the moment of delivery and the moment at which risk in respect of the Goods passes from Elgersma to the Customer. In this case, Elgersma will be entitled to store the Goods at the risk and expense of the Client. Elgersma will not make the Goods available until the Client has paid the additional costs of transport and storage. If the Client does not take delivery of the Goods within one (1) month from the originally agreed delivery date, Elgersma will, after demand, be entitled to deliver the Goods to other customers or otherwise dispose of the Goods, without prejudice to Elgersma's right to recover from the Client the costs in connection with the storage of the Goods and the nonacceptance by the Client, as well as any damage.
- 5.6. The delivery of Goods with an order amount of or less than €75 ex VAT shall take place Ex Works in accordance with Incoterms 2020. In this case, Elgersma will charge order and shipping costs of €8.90 to the Customer.

The delivery of Goods with an order amount of more than €75 ex VAT shall be Delivered Duty Paid in accordance with Incoterms 2020.

6. Cancellation

- 6.1. The Customer can only cancel an Agreement with Elgersma's written consent.
- 6.2. Elgersma may for its own reasons cancel an (already confirmed) order for Goods and/or Work. Elgersma may cancel an order if, but not exclusively:
 - a. there is an incorrect price (obvious error);
 - b. Elgersma has the conviction that it cannot guarantee the quality of the order to be executed; and
 - c. Elgersma has the belief that the order will not meet the Customer's expectations.
- 6.3. Elgersma will notify in writing if it wishes to cancel the order. If, in the situations mentioned under Article 6.2 sub (b) and (c), the Customer still wishes to execute the order, the Customer's right of complaint, replacement and refund shall lapse.

7. Opinions

- 7.1. The information and advice provided by Elgersma are of a general and indicative nature and are not binding on Elgersma.
- 7.2. Elgersma is not liable for any failure and/or damage arising from, or in connection with, information and/or advice on Elgersma's website and/or documentation.

8. Duty to investigate and expiry period

- 8.1. The Customer must report a defect relating to the Goods delivered in writing to Elgersma within a period of:
 - (i) ten (10) calendar days after Delivery if the defect was visible at Delivery or should reasonably have been noticed; and
 - (ii) ten (10) calendar days after Customer has discovered or reasonably should have discovered a defect not visible at Delivery, but in all cases at the latest within three (3) months after Delivery.
- 8.2. The Client is furthermore obliged to examine within a reasonable period, but no later than ten (10) calendar days after Delivery, whether the delivered Goods comply with the Agreement in terms of quantity and quality and - if this is not the case - to report this to Elgersma in writing.
- 8.3. The Client must report a defect relating to the Work performed and/or the corresponding invoice amount In Writing to Elgersma within a period of ten (10) calendar days after completion of the Work, or within ten (10) calendar days after discovery of the defect, but in all cases at

the latest within three (3) months after completion of the Work, if the Client demonstrates that the defect could not reasonably have been discovered earlier.

- 8.4. Customer's right to invoke the defect(s) in respect of the Goods and/or Work shall lapse after the expiry of the time limits mentioned in this Article 8.
- 8.5. Elgersma must be enabled to investigate the Customer's complaint within a reasonable period of time, at Elgersma's discretion.
- 8.6. Submitted complaints do not entitle Customer to suspend payment.
- 8.7. In the event of a well-founded complaint, Elgersma may choose to adjust the fee charged, improve or redo the rejected Goods and/or Work free of charge or dissolve all or part of the Agreement against repayment in proportion to the fee already paid by the Customer.
- 8.8. Complaints will not be considered if:
 - a. proof of purchase of the Goods and/or Work is not available for inspection by Elgersma;
 - b. there are minor deviations in quality, quantity, material, size, colour and other deviations deemed permissible in the industry;
 - c. a defect results from drawing, sketch, design, specification, material or information provided or made available by Customer;
 - d. the Goods have been repaired or processed by third parties;
 - e. the Goods have not been used in accordance with the documentation, instructions, manuals etc. issued by Elgersma.

9. Guarantees

- 9.1. Subject to the provisions of Article 8, Elgersma warrants that the Goods will be delivered at the time of Delivery and for a period of six (6) months thereafter (the "**Warranty Period**"):
 - (i) comply with the specifications stated in the Agreement;
 - (ii) comply with the expressly agreed intended use; and
 - (iii) are free of defects, which have not been caused by wear and tear, inexpert use by the Customer or external factors beyond Elgersma's control.
- 9.2. In the event that the Goods fail to meet the above warranties during the Warranty Period, Elgersma shall, at its option, either (i) deliver replacement Goods, (ii) repair the defective Goods or (iii) credit the Customer proportionately with the amount paid for the Goods. Minor deviations in weight, size, colour and finish shall not be considered defective

performance, unless the Parties have expressly made specific arrangements in this regard.

- 9.3. The provisions of this Article 9 shall apply to the exclusion of all other (legal) rights and claims of Customer.

10. Price and payment

10.1. Customer shall owe the price for the Goods and Work as agreed in the Agreement. Unless otherwise stipulated in the Agreement, this price is in euros, excluding VAT and any other levies and/or taxes.

10.2. Elgersma is entitled to increase the price or rate if during the execution of the Agreement it appears that the originally agreed or expected amount of work needs to be supplemented and/or changed, in which case Elgersma will inform the Client of the financial consequences of the changes and/or additions.

10.3. Customer cannot derive any rights from bonuses, discounts or offers given by Elgersma in the past.

10.4. Elgersma will send its invoices for the Goods after Delivery of the Goods and for the Work prior to the commencement of the Work, to the Customer stating the order number.

10.5. All invoices shall be addressed to the address of Customer or - if applicable - Importer specified in the Agreement.

10.6. Customer or - if applicable - Importer shall pay the invoices within thirty (30) calendar days from the invoice date.

10.7. Elgersma is entitled to suspend its Activities or delivery of the Goods -even if a fixed delivery date has been agreed- if the Client has not yet paid all invoices in full.

10.8. The Client is not entitled to set off and/or suspend payment of any amount, if it has or believes it has or believes it has a claim against Elgersma under any title whatsoever.

11. Dissolution

11.1. Elgersma is entitled to dissolve all or part of the Agreement with immediate effect in the event:

- (i) Customer applies for (provisional) suspension of payments, this is applied for for him, or he is granted (provisional) suspension of payments;
- (ii) Customer files for bankruptcy, his bankruptcy petition is filed or he is declared bankrupt; and
- (iii) of a failure by the Client to comply with an essential obligation, which - if default has not already occurred by operation of law - has not been discharged by the Client within ten (10) calendar days of a written notice of default from Elgersma. The Client's payment

obligation shall in any case always be considered an essential obligation;

(iv) Customer enters into an arrangement with creditors under the Homologation Private Arrangement Act (WHOA).

11.2. Customer hereby expressly waives its right to rescind or annul the Agreement in whole or in part (or have it rescinded).

11.3. In case one of the situations described in Article 11.1 occurs, all outstanding claims of Elgersma on the Customer shall be immediately due and payable.

12. Limitation of liability and indemnity

12.1. Elgersma can only be held liable towards the Client for Direct Damage on the part of the Client caused by an (interrelated series of) attributable shortcoming(s) in the execution of the Agreement. Elgersma's liability is limited to the amount paid out by Elgersma's insurance company in the relevant situation. If, for whatever reason, the insurance company does not pay out, Elgersma's liability is limited to the amount of the fee charged to the Client for the performance of the Agreement. If the Agreement was entered into for a term exceeding twelve (12) months, Elgersma's liability is limited to the amount of the fee charged to the Client in the twelve (12) months preceding the occurrence of the damage. In any event, the liability shall never exceed an amount of €100,000 per damage-causing event, whereby an interrelated series of damage-causing events shall be considered as one event.

12.2. Damage for which Elgersma can be held liable must be reported in writing to Elgersma by the Client within ten (10) calendar days of its occurrence, on pain of the loss of the right to compensation for such damage. Elgersma is entitled to undo or limit the Client's damage by repairing or improving the faulty Goods and/or the improperly performed Work, if and insofar as possible.

12.3. Elgersma is not liable for:

- a. damage suffered by the Client or third parties as a result of incorrect, incomplete or untimely information or documentation provided to Elgersma by the Client, or otherwise as a result of an act or omission by the Client;
- b. damage suffered by the Client or third parties as a result of acts or omissions of auxiliary persons hired by Elgersma (not including Elgersma's employees), even if these auxiliary persons are employed by a company affiliated to Elgersma;

- c. damage suffered by Customer or third parties as a result of the (partial) performance of the Work or delivery of the Products by third parties;
 - d. loss of business, consequential or indirect damage suffered by Customer or third parties, including but not limited to an interruption of Customer's general business operations.
- 12.4. The directors and all persons who work or have worked for Elgersma are fully exempt from all (personal) liability for damage caused during or by the performance of the Agreement with the exception of liability due to intent or gross negligence.
- 12.5. Unless expressly agreed otherwise in writing, all liability claims under the Agreement and these GTC shall lapse twelve (12) months after Customer became aware of the damaging fact or could reasonably have become aware of it.
- 12.6. The Client shall indemnify Elgersma against all third party claims arising from or connected with the use of the Goods supplied by Elgersma and shall compensate all damage suffered by Elgersma as a result.
- 12.7. The provisions of this Article cover both the contractual and extra-contractual liability of Elgersma towards the Client.

13. Force majeure

- 13.1. If Elgersma is unable to perform the obligations arising from the Agreement, or is unable to perform them on time or properly, as a result of a cause not attributable to Elgersma, including but not limited to illness of Elgersma's employees, computer network breakdowns, supplier failures, state of war, a pandemic or the consequences thereof (lockdowns), etc., those obligations will be suspended until Elgersma is still able to perform them in the agreed manner. Furthermore, Elgersma is entitled to terminate the Agreement without judicial intervention by notifying the Client in writing, without Elgersma being liable to pay any compensation to the Client.
- 13.2. If a situation as referred to in Article 13.1 lasts longer than three (3) months, Customer shall be entitled to terminate the Agreement in writing, in full or in part, and with immediate effect, without this giving rise to any right to compensation.
- 13.3. If Elgersma has already delivered part of the Goods or performed part of the Work when the force majeure situation arises, Elgersma is entitled to send an invoice for the Goods delivered and/or Work performed and the Client is obliged to pay this invoice.

14. Retention of title

- 14.1. All Goods delivered by Elgersma shall remain Elgersma's property until the Customer has fulfilled all obligations under the Agreement.
- 14.2. The Customer is not authorised to sell, pledge or in any other way transfer or encumber the Goods subject to retention of title, unless this is done with Elgersma's express prior written consent. This article has property law effect within the meaning of Article 3:83 of the Dutch Civil Code.

15. Intellectual property law

- 15.1. The intellectual property rights to the documents used and/or made available by Elgersma in the context of the Agreement, namely advice, formats, working methods, presentations, visual material, files, brochures and such, rests on Elgersma. Nothing in the Agreement or in these GTC relates to the transfer of intellectual property, unless expressly provided otherwise in writing.

16. Data protection

- 16.1. Elgersma handles personal data with care and acts in accordance with the provisions of the AVG (General Data Protection Regulation).
- 16.2. The Client guarantees the accuracy of the (personal) data and information provided by or on behalf of it to Elgersma.
- 16.3. Insofar as and in the context of the performance of the Agreement personal data are processed by Elgersma for the benefit of and on behalf of the Client, the Client qualifies as a processing controller and Elgersma as a processor. In this context, Elgersma and the Client conclude a processing agreement.
- 16.4. In the event of a data breach, if necessary and reasonable, the Customer shall cooperate with Elgersma so that it can comply with its notification obligation in accordance with the AVG provisions in a timely manner.

17. Other provisions

- 17.1. Parties shall keep confidential and not use any information exchanged between Parties in the context of the Agreement, which either the providing Party has indicated that such information is to be considered confidential or such information is reasonably to be considered confidential, other than for the performance of the Agreement. The Parties shall not disclose such confidential information to third parties without the written consent of the other Party.
- 17.2. Parties are not entitled to transfer the (rights and obligations under the) Agreement to a third party without written consent of the other Party. Such

consent shall not be withheld on unreasonable grounds. However, the consenting Party shall be entitled to attach conditions to the granting of such consent.

18. Applicable law and disputes

18.1. These GTC and all Contracts between the Parties are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is explicitly excluded.

18.2. All disputes arising from or related to these GTC and the Contracts shall be submitted exclusively to the competent court in Utrecht, the Netherlands.

18.3. These GTC are available in multiple languages. However, in the event of a dispute regarding the content or scope of these GTC, the Dutch text shall prevail at all times.