

## GENERAL TERMS AND CONDITIONS of GP Products Automotive B.V.

These General Terms and Conditions are effective from 1 September 2024. They apply to every offer of and agreement between GP Products Automotive B.V. (and its affiliated parties), having its registered office in Loon op Zand and registered in the Trade Register under number 82069492 (hereinafter referred to as: "GP Products") and its customers 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:

- *Agreement*: the agreement of purchase and sale of new or used parts or accessories (hereinafter referred to as: products) and services.
- *Customer*: any person acting as a buyer for purposes that are related to their business or professional activity, buying products or purchasing services from GP Products.
- *Parties*: GP Products and the customer jointly.
- *Written*: in writing or electronically.

### Article 1: General

- 1.1 By accepting the offer of GP Products, Customer has accepted these General Terms and Conditions.
- 1.2 A reference to its own terms and conditions by Customer shall not be accepted by GP Products and is expressly rejected.
- 1.3 If at any moment one or several provisions of these General Terms and Conditions becomes invalid or nullified, the remaining provisions of these General Terms and Conditions shall remain in full force.
- 1.4 In such case, GP Products and Customer shall hold consultations in order to agree on new provisions replacing the invalid or voidable provisions, to the effect that the contents shall correspond with the purpose and the intent of the original provision to the extent possible.
- 1.5 If there is a lack of clarity regarding the interpretation of one or more provisions of these General Terms and Conditions, interpretation shall occur in the spirit of these provisions. If a situation arises between the parties that is not provided for in these General Terms and Conditions, this situation shall be assessed in the spirit of these General Terms and Conditions.
- 1.6 If GP Products does not require strict compliance with these terms and conditions, this shall not mean that said provisions do not apply, or that GP Products would lose the right to require strict compliance with the provisions of these terms and conditions in other cases.

## **Article 2: Quotations and Offers**

- 2.1 All quotations and offers of GP Products are non-binding, unless the quotation contains an acceptance term. A quotation or offer expires if the product or service to which the quotation or offer relates is no longer available.
- 2.2 All offers by GP Products are based on delivery / performance under normal circumstances. GP Products and the manufacturers it represents reserve the right to make design changes to the product to be delivered.
- 2.3 GP Products cannot be held to its quotations or offers if Customer can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error in writing.
- 2.4 If the acceptance (whether or not in respect of minor points) departs from the proposal included in the quotation or offer, it shall not be binding on GP Products. In that case, the Agreement shall not be concluded in accordance with said deviating acceptance, unless GP Products indicates otherwise.
- 2.5 A compound quote shall not oblige GP Products to perform part of the assignment against a corresponding part of the given price. Offers and quotations shall not apply automatically to future orders.
- 2.6 GP Products shall at all times be entitled to dissolve the Agreement, without incurring any liability towards Customer and/or third parties as a result.
- 2.7 If a deposit is requested in a quotation, the Agreement shall only be concluded after payment of the deposit, in the manner specified on the invoice.

## **Article 3: Prices and Delivery Times**

- 3.1 Quoted prices shall be without obligation, exclusive of assembly, exclusive of turnover tax, import costs and all other (import) duties due shall be borne by Customer even if they change after conclusion of the Agreement, unless expressly agreed otherwise.
- 3.2 Unless stipulated otherwise upon conclusion of the Agreement, prices stated shall be without obligation and GP Products may pass on ex works price changes to Customer.
- 3.3 Stated delivery times shall always be indicative unless otherwise specified. Customer is aware that delivery times for certain products may increase due to unexpected changes in demand or delays by the manufacturer.

#### **Article 4: Payment**

- 4.1 Unless otherwise agreed, payment shall be made into the bank account of GP Products no later than the due date as stated on the invoice. In the absence of such a term, the invoice shall at all times be paid within 14 days of the invoice date.
- 4.2 If the agreed term of payment is exceeded, Customer shall be deemed to be in default by operation of law and the statutory commercial interest shall be due, without any notice of default, for the outstanding amount from the due date of the claim.
- 4.3 The interest on the amount due will be calculated from the date Customer is in default until the date of payment of the full amount due. Objections to the amount of an invoice shall not suspend the payment obligation.
- 4.4 Nor shall Customer who may not rely on Part 6.5.3 (Sections 231 to 247 of Book 6 of the Dutch Civil Code) be entitled to suspend payment of an invoice on other grounds.
- 4.5 If Customer fails or neglects to honour its obligations (in time), all reasonable costs incurred to obtain an out-of-court settlement shall be at the expense of Customer.
- 4.6 Said extrajudicial collection costs amount to 15% of the invoice amount, with a minimum of €250, plus the usual VAT.
- 4.7 If, however, GP Products has incurred higher collection costs than reasonably required, the actual costs incurred shall be eligible for compensation.
- 4.8 Any judicial and execution costs will also be recovered from Customer. Furthermore, Customer shall owe interest on the collection costs due.

#### **Article 5: Delivery**

- 5.1 If the indicative delivery date is exceeded, this shall never constitute a claim for damages or constitute non-fulfilment of any obligation vis-à-vis GP Products.
- 5.2 An increased delivery term or its repeated extension shall not entitle Customer to dissolve the Agreement without charge.
- 5.3 GP Products shall be entitled to make partial deliveries to Customer and to invoice Customer for each partial delivery.

## **Article 6: Complaints, Defects and Returns**

6.1 Once GP Products has delivered the products to Customer, the risk for the products is transferred to Customer.

6.2 Customer shall be obliged to inspect the delivered products immediately upon or after delivery. Complaints by Customer regarding the delivery, including complaints regarding deviations in the quality of the delivered products, which can be detected immediately upon proper inspection must be submitted in writing to GP Products within seven days after delivery, respectively within seven days after the delivered products have been made available to Customer.

6.3 If Customer lodges a complaint in a timely manner, this shall not suspend its payment obligation. In that case, Customer shall be held to accept and pay for the remainder of the goods ordered.

6.4 If Customer has not lodged a written complaint with GP Products within seven days, the goods delivered by GP Products shall be deemed approved by Customer. If a defect is reported at a later stage, Customer shall no longer be entitled to repair, replacement or compensation.

6.5 If a complaint is found to be well-founded by GP Products, GP Products shall be entitled to credit Customer for the reduced value, with a maximum of the invoice amount, instead of repairing or replacing the delivered goods or supplying an additional quantity.

6.6 Prior to the products leaving the warehouse of GP Products, Customer may request GP Products to cancel the Agreement. If GP Products agrees to the request, Customer shall immediately owe 10% of the purchase price of the products as cancellation costs.

6.7 When the products have been shipped to and/or delivered to Customer, Customer may request GP Products to cancel the Agreement. If GP Products agrees to the request, Customer shall immediately owe 30% of the purchase price of the products as a restocking fee. The costs of returning the products to GP Products shall be borne by Customer.

## **Article 7: Warranty**

7.1 The soundness of the delivered goods is guaranteed for the duration of the manufacturer's warranty of the relevant delivered good. The warranty period commences on the day of delivery. The manufacturer's warranty terms shall be made available upon request.

7.2 Under the manufacturer's warranty GP Products shall only be liable for defects of which GP Products has been notified within the applicable warranty period and of which Customer proves that they have arisen within the warranty period as a direct consequence of faulty manufacturing and/or use of faulty materials.

7.3 GP Products' obligations under the warranty shall not extend beyond replacing or repairing the faulty product free of charge, such at the discretion of GP Products.

7.4 Labour and transport costs arising from the replacement or repair of defective parts shall be borne by Customer. Customer shall at all times require the explicit written approval of GP Products for repair/replacement by third parties, on pain of lapse of warranty.

7.5 GP Products shall never be liable for defects resulting from normal wear and tear, inexpert use or injudicious or incorrect maintenance or repairs/replacements and/or maintenance, etc. by third parties.

#### **Article 8: Liability and Indemnification**

- 8.1 The liability of GP Products shall be limited to what it has assumed under the warranty. Any further liability, either for direct or indirect damage is expressly excluded.
- 8.2 Customer shall ensure that the products comply with local legislation with respect to, but not limited to, environmental and safety requirements applicable to the market where Customer sells or resells the products to end users. Customer shall not be entitled to dissolve the Agreement if it subsequently transpires that the previous sentence has not been complied with.
- 8.3 GP Products shall not be liable for auxiliary persons it has engaged.
- 8.4 In case of resale/delivery of the product supplied by GP Products, Customer shall be obliged to effect insurance against all risks that may arise from resale/delivery.
- 8.5 Customer shall indemnify GP Products against claims from third parties related to or arising from the Agreement.
- 8.6 In appropriate cases, the liability of GP Products shall be limited to the amount of the payment made by Customer for that part of the Agreement with respect to which GP Products has imputably failed and shall at all times be limited to the amount paid out by its liability insurance in a particular case.

#### **Article 9: Retention of Title**

- 9.1 Products delivered by GP Products shall remain the property of GP Products or the manufacturer represented by GP Products until all claims against Customer arising from or related to agreements with Customer have been paid in full.
- 9.2 Customer shall be obliged to keep products delivered subject to retention of title separate from other products and identifiable as being the property of GP Products, to insure them and not pledge them.
- 9.3 In the event of non-compliance with any obligation of the Customer vis-à-vis GP Products or manufacturer represented by GP Products, the latter shall be entitled to claim and repossess the goods without any prior notice of default.

#### **Article 10: Factory Conditions**

- 10.1 In case of conflict between these terms and conditions and the conditions stipulated by one of the manufacturers represented by GP Products, the terms and conditions of GP Products shall prevail.

#### **Article 11: Applicable Law and Disputes**

- 11.1 All agreements to which the terms and conditions apply in whole or in part, shall be governed by Dutch law, even if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship is domiciled there.
- 11.2 The applicability of the Vienna Sales Convention is expressly excluded.
- 11.3 All disputes arising from offers made by GP Products and/or agreements entered into by GP Products shall be governed by Dutch law and submitted to the District Court of East Brabant.

#### **Article 12: Validity**

12.1 If any provision of these General Terms and Conditions, for whatever reason, is wholly or partly invalid, the remainder of the Agreement and these General Terms and Conditions shall remain in full force and effect, whereas parties shall be deemed to have agreed, with respect to the invalid provision, that which legally approximates the purport of the invalid provisions, to the greatest extent possible.

12.2 If GP Products does not initially invoke any applicable provision of these General Terms and Conditions, out of goodwill or for other reasons, this shall not deprive it of the right to invoke any applicable provision of these General Terms and Conditions at a later stage, if no agreement is reached with Customer.

#### **Article 13: Location and Amendment of Terms and Conditions**

13.1 These terms and conditions have been filed with the Chamber of Commerce. The most recently filed version or the version in force at the time of the conclusion of the Agreement with Customer shall apply at all times.

13.2 The Dutch text of the General Terms and Conditions shall always be decisive for the interpretation thereof.

#### **Article 14: Intellectual Property**

14.1 GP Products reserves the rights and authority accorded on the grounds of the Copyright Act and other intellectual property laws and regulations.

14.2 GP Products has the right to use the knowledge acquired in the performance of the Agreement also for other purposes, insofar as no strictly confidential information of Customer is disclosed to third parties.

#### **Article 15: Personal Data**

15.1 The personal data of Customer specified in the Agreement or assignment is processed by GP Products in accordance with the Personal Data Protection Act/the General Data Protection Regulation. On the basis of this processing, GP Products may:

- perform the Agreement and fulfil its warranty obligations towards Customer;
- provide Customer with the best possible service;
- in the case of a legitimate interest, provide Customer with up-to-date product information in good time and make personalised offers.

15.2 Any objection of Customer to the processing of personal data within the meaning of the laws for direct mailing purposes shall be honoured by GP Products.