

## General Terms and Conditions

### Article 1: Definitions

- Buyer: the counterparty who enters into an agreement in any form whatsoever with the private liability company Laan Equipment B.V., hereinafter referred to as: "Laan Equipment", having its registered office at Zuiderweg 32, 1456 ND Wijdewormer, as well as the counterparty who requests a quotation from Laan Equipment and to whom a quotation is sent by Laan Equipment.
- Agreement: the binding (purchase) agreement between Laan Equipment and the Buyer, in whatever form, as well as any amendment(s) and supplement(s) thereto and any (subsequent) purchase or order placed pursuant to the Agreement.

### Article 2: Scope and General

- These terms and conditions apply to all offers and quotations of Laan Equipment, as well as to all Agreements to be concluded by Laan Equipment and the work arising therefrom, including the delivery of goods and services, to the exclusion of any general terms and conditions of the Buyer.
- The conclusion of an Agreement implies that these terms and conditions have been accepted by the Buyer.
- Deviations from these terms and conditions must be expressly agreed in writing. Such deviations shall then apply only to the specific offers and Agreements for which they have been agreed.
- If Laan Equipment does not always insist on strict compliance with these terms and conditions, this shall not mean that these terms and conditions are not applicable and/or that Laan Equipment waives its right to demand strict compliance with these terms and conditions in future, whether or not similar, cases.
- The annulment and/or nullity of any provisions of these terms and conditions shall not affect the validity of the remaining provisions. The conflicting, invalid provision shall be deemed to be replaced by a provision that reflects as closely as possible the intention and purport of the original provision.

### Article 3: Offers, Quotations

- All offers and quotations of Laan Equipment are without obligation, even if they contain a term for acceptance, unless expressly stated otherwise in writing.
- If an offer or quotation contains a non-binding offer and is accepted by the Buyer, Laan Equipment shall be entitled to revoke the offer within three days of receipt of the acceptance. Offers and quotations of Laan Equipment can only be accepted by the Buyer without deviations.
- Oral offers and quotations are not binding, unless they are subsequently confirmed in writing by Laan Equipment, whether or not by means of invoicing.
- All statements issued by Laan Equipment regarding types, sizes, quantities, weights, emission standards, consumption, horsepower, performance, options, rates and prices are communicated with the greatest possible care, without, however, any guarantee being given by or on behalf of Laan Equipment that no deviations may or will occur. Should such deviations nevertheless occur, they shall in no event be binding on Laan Equipment. Record hours/mileage shall be stated in the advertisement, offers and the invoice.

### Article 4: Prices

- All prices are in euros (€) and exclusive of value added tax (and other government levies) and exclusive of the costs of transport, insurance, assembly of work and inspection work and other costs of making the goods ready for use. Export and customs clearance costs shall be borne by the Buyer.
- The price quoted by Laan Equipment for the performance to be rendered by it applies exclusively to the performance in accordance with the agreed specifications.

### Article 5: Content, Amendment and Cancellation of the Agreement

- The Buyer bears the risk of misunderstandings regarding the content and performance of the Agreement if these are caused by specifications or other communications not having been received, not correctly, not timely or incompletely received by Laan Equipment, whether these were made orally or by a person designated for that purpose by the Buyer or transmitted by any technical means such as telephone, fax, e-mail and similar transmission media.
- Entire or partial amendment of the Agreement by the Buyer is only possible if Laan Equipment agrees thereto in writing. If an entire or partial amendment of the Agreement leads to additional costs, Laan Equipment shall be entitled to charge the Buyer compensation for damages. Article 14 shall apply in such case. Furthermore, the Buyer is fully liable towards third parties for the consequences of the amendments to the Agreement and shall indemnify Laan Equipment in this respect.

### Article 6: Payment

- The amounts owed by the Buyer to Laan Equipment under the Agreement shall be invoiced. Payment shall be made in euros (€) and within the payment term stated in the Agreement. If no payment term is included in the Agreement, payment shall be made within 10 days of the invoice date.
- The Buyer may not invoke any right of discount, suspension or withholding. Set-off by the Buyer is only permitted if Laan Equipment has acknowledged the Buyer's claim in writing.
- In the event of a delivery in instalments as agreed, Laan Equipment shall, after delivery of the first instalment, be entitled, in addition to payment for that instalment, to demand payment of the costs incurred for the entire delivery.
- The Buyer shall at all times, and irrespective of the agreed payment conditions, be obliged upon first request of Laan Equipment to provide security for the payment of the amounts payable to Laan Equipment under the Agreement. The security offered must be such that the claim, including any interest and costs accruing thereon, is properly covered and that Laan Equipment can easily have recourse thereto. Any security that has subsequently become inadequate shall, upon first request of Laan Equipment, be supplemented to an adequate security.
- Payments shall, regardless of any designation, first be deemed to have been made in satisfaction of any interest and costs due, and subsequently in satisfaction of the oldest outstanding invoice.
- If the strict payment term is exceeded, the Buyer shall be in default by operation of law and shall thereafter owe contractual interest of 1,5% per month (on a cumulative basis) on the amount due, each commenced month counting as a full month, without prejudice to the other rights that Laan Equipment may exercise against the Buyer on the ground of non-payment or late payment.
- If Laan Equipment is compelled to hand over its claim for collection, then, apart from its further rights to compensation, all costs, both judicial and extrajudicial, shall be borne by the Buyer, the extrajudicial costs being fixed at 15% of the amount claimed, with a minimum of € 850,00 (eight hundred and fifty euros).

### Article 7: Sale with Trade-In

- If, in the context of the sale of delivered items, an item is also traded-in, the traded-in item shall, as part of the Agreement, be sold by the Buyer to Laan Equipment. If the Buyer continues to use the traded-in item and the item to be purchased is damaged or lost before it has been delivered to Laan Equipment, this shall be at the expense and risk of the Buyer. Until the time of delivery to Laan Equipment, the Buyer shall remain the owner of the item to be traded-in and all costs, including costs of maintenance, damage, loss and depreciation, shall be for his account. Laan Equipment shall not be bound by any agreed traded-in price if the actual delivery of the item to be traded in takes place at a later date than the approximate delivery time indicated. In that case, a percentage agreed in advance between the parties may be applied as depreciation on the purchase price.
- Unless otherwise agreed in writing in the Agreement, the Buyer warrants to Laan Equipment that an item to be traded-in:
  - is free from rights and claims of third parties (such as financing, pledge or attachment);
  - is free from damage;
  - is in a sound and roadworthy condition;
  - has not been tampered with, such as with regard to mileage/hours.Finally, the Buyer warrants, with respect to the item to be traded in, that he is not aware of any other facts or circumstances which he knows or should have known to be relevant to Laan Equipment.
- The warranties referred to in paragraph 2 shall remain fully applicable after the item has actually been traded in at Laan Equipment.
- Upon delivery, the item to be traded in must be provided with all documents and papers required for it.
- If, in the opinion of Laan Equipment, the item to be traded in is not (or no longer) in the same condition as at the time of the conclusion of the Agreement and/or at the time of actual delivery of the item, Laan Equipment reserves the right to refuse the trade-in and to refuse payment of the agreed purchase price of the item to be traded in.
- If, in the opinion of Laan Equipment, the item to be traded in has defects which could only be discovered after actual delivery, but which, objectively speaking, were already present at the time the Agreement was concluded, the Buyer shall be obliged to compensate Laan Equipment for the damage resulting therefrom.

### Article 8: Delivery Times, Delivery and Risk

- The delivery times specified by Laan Equipment are only approximate and can therefore never be regarded as strict (fatal) terms.
- The delivery time is indicated in the Agreement. Early delivery is always permitted.
- Delivery by Laan Equipment to the Buyer shall take place Ex Works (Incoterms 2020), at which point the risk passes to the Buyer. The Buyer is obliged to immediately accept the items delivered by Laan Equipment.
- If the transport of the items to be delivered is arranged by or on behalf of the Buyer, this shall be at the expense and risk of the Buyer. If Laan Equipment, at the request of the Buyer, assists in or actually undertakes loading the items to be delivered onto the means of transport deployed by the Buyer (including low-loaders, curtain-sider trailers and other combinations), this shall be entirely at the risk of the Buyer.
- Laan Equipment shall not be liable for any damages arising during or after the loading of the items to be delivered or delivered, including damage resulting from (i) the use of defective, unsuitable or faulty trailers, low-loaders or other means of transport, (ii) insufficient load securing, excess height, width or weight, (iii) errors or omissions of the driver or other auxiliary persons engaged by the Buyer, and (iv) damage occurring during transport to the destination.
- Laan Equipment is not responsible for storing the items to be delivered, unless expressly agreed otherwise. If storage takes place for any reason whatsoever, for example if the Buyer does not or cannot accept the items to be delivered by Laan Equipment, such storage shall always be at the expense of the Buyer. In that event, Laan Equipment shall at all times be entitled to exercise its authority as described in Article 6:90 of the Dutch Civil Code.

### Article 9: Retention of Title

- Laan Equipment shall remain the owner of all items delivered by it as long as the Buyer has not fully complied with his obligations arising from the Agreement, in particular his payment obligations, including interest and costs.
- The items delivered by Laan Equipment which are subject to retention of title pursuant to paragraph 1 may not be resold and may never be used as means of payment. The Buyer is not entitled to pledge or otherwise encumber the items covered by the retention of title.
- The Buyer must always do everything that can reasonably be expected of him to safeguard the ownership rights of Laan Equipment.
- If third parties levy attachment on the items delivered under retention of title or wish to establish or enforce rights thereon, the Buyer is obliged to inform Laan Equipment thereof immediately.

### Article 10: Right of Retention

- Until the Buyer has fully complied with all obligations under the Agreement, in particular the payment of all outstanding invoices, including interests and costs, Laan Equipment shall be entitled to retain all items of the Buyer in its possession (right of retention, in Dutch: "retentierecht").
- Laan Equipment also has the right of retention if the Buyer is declared bankrupt or is at risk of being declared bankrupt, has applied for suspension of payment or the Debt Restructuring (Natural Persons) Act (WSNP) has been declared applicable to the Buyer.
- The Buyer is obliged to immediately inform Laan Equipment in writing if third parties wish to assert (establish) rights in respect of items held by Laan Equipment.

### Article 11: Warranty

- Only the manufacturer's warranty, as set out in its warranty documentation, applies to the items delivered by Laan Equipment. No further obligation rests on Laan Equipment. This means that the items delivered are expressly supplied in the condition in which they are at the time the Agreement is concluded, with all visible and hidden defects, without any warrant or guarantee from Laan Equipment regarding condition, operation, performance, operating hours, maintenance history or completeness of documentation, and without any liability of Laan Equipment for non-conformity, hidden defects and other shortcomings. The Buyer is deemed to have inspected the items delivered prior to purchase and agrees that any repair, replacement or additional costs shall be entirely for his own account and risk.

### Article 12: Liability and Damage

- Laan Equipment is not liable for any damage of whatever nature suffered by the Buyer as a result of or in connection with the Agreement, other than by way of compensatory damages up to a maximum of the purchase price excluding the value added taxes as specified in the Agreement. Furthermore, liability is at all times limited to the amount of the payment

made by Laan Equipment's insurer. The Buyer indemnifies Laan Equipment against any claims from third parties.

- This limitation of liability and indemnity likewise applies to any auxiliary persons and subordinates engaged by Laan Equipment in connection with the Agreement or its performance.
- Laan Equipment shall never be liable for so-called indirect damage, including – but not limited to – consequential damage, loss of profit, missed savings and damage due to business interruption.
- The limitations included in this article do not apply if the damage is attributable to wilful intent or gross negligence on the part of Laan Equipment, its management or its subordinates or auxiliary persons engaged.
- The Buyer declares that he will not (re)sell the items delivered by Laan Equipment to parties included on the EU sanctions lists and/or OFAC Specifically Designated Nationals and Blocked Persons list and indemnifies Laan Equipment in this respect.

### Article 13: Force Majeure

- Circumstances beyond the control and will of Laan Equipment, whether or not foreseeable at the time of conclusion of the Agreement, which are of such a nature that compliance with the Agreement can no longer reasonably be required from Laan Equipment, shall be regarded as force majeure, whether permanent or temporary, and shall release Laan Equipment from its obligations to perform.
- Force majeure shall in any case include: war, unrest, natural disaster, storm damage, fire, earthquakes, flooding, abnormal weather conditions, snow, snowfall, frost, ice drift, strikes, lockouts or shortage of personnel, defects in auxiliary and means of transport, problems at sea, traffic obstructions, theft of goods, disruptions in electricity supply, internet connections and cable, telephone or other communication networks such as email, non-performance by third parties engaged by Laan Equipment, as well as any impediments caused by measures taken by public authorities. Force majeure on the part of suppliers and (overseas) Buyers of Laan Equipment as well as delivery problems in the case of so-called difficult-to-deliver addresses also fall under this force majeure provision.
- In the event of force majeure, Laan Equipment has the right to terminate the Agreement in whole or in part without judicial intervention, without the Buyer being entitled to any compensation.

### Article 14: Notice of Default, Termination

- If, after having been given notice of default in writing, the Buyer remains in default for a further eight days in fulfilling his obligations under the Agreement, the Agreement shall be terminated (in Dutch: "ontbonden") by operation of law, unless Laan Equipment still requires performance of the Agreement.
- In the event of termination of the Agreement, the Buyer shall owe Laan Equipment an immediately payable penalty of 25% of the (purchase) price which the Buyer owes Laan Equipment under the Agreement, without prejudice to the right of Laan Equipment to full compensation for damages and full reimbursement of recovery and legal assistance costs in accordance with Article 6 paragraph 7.
- Laan Equipment is entitled to terminate the Agreement with immediate effect if the Buyer remains in default in paying or otherwise complying with the obligations under the Agreement, or if any or the following circumstances occur or threatens to occur:
  - one or more assets of the Buyer are subjected to conservatory or executory attachment;
  - bankruptcy of the Buyer is applied for;
  - the Buyer is declared bankrupt;
  - the Buyer is granted – whether or not provisionally – suspension of payments or such suspension is applied for by the Buyer;
  - the Debt Restructuring (Natural Persons) Act (WSNP) is declared applicable to the Buyer or an application to this effect is filed;
  - the Buyer dies or is placed under guardianship and/or administration;
  - Laan Equipment is declared bankrupt;
  - the Buyer performs or omits acts which seriously damage the good name of Laan Equipment or third parties, including other Buyers;
  - the Buyer no longer complies with rules or regulations imposed by or pursuant to law;
  - the Buyer reports payment arrears.

### Article 15: Amendment and Interpretation of the Terms and Conditions

- These general terms and conditions may be amended and adjusted. Any future adjustments and amendments shall also apply to Agreements concluded before the date of amendment and adjustment, unless expressly agreed otherwise in writing.
- The amendments and adjustments shall take effect 21 days after publications, unless otherwise stated upon publication.

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