

STANDARD TERMS AND CONDITIONS OF GETRU GARAGE EN CARROSSERIEËN B.V.

Lodged with the Chamber of Commerce in The Hague under number 28038527

Article 1 General provisions and definitions

These standard terms and conditions will apply to all services, supplies, sales, repairs, maintenance and other legal relationships between 'Getru Garage en Carrosserieën', hereinafter also to be referred to as the contractor, and its customers and/or principals and/or clients, hereinafter also to be referred to as the customer, in respect of vehicles, parts and accessories for these, and otherwise. These standard terms and conditions will also apply to all offers and to every contract of purchase, sale, and to all services provided by the contractor to the customer in the context of the latter's business or trade. These standard terms and conditions will also apply to the use by the customer of the carwash facility;

The contractor hereby expressly rejects the applicability of any standard terms and conditions that may be referred to by the customer.

Any departure from these standard terms and conditions may only occur if expressly agreed to in writing. Any deviations agreed to shall not affect the validity of the remaining terms and conditions, and shall never apply for more than one transaction.

The contractor shall at all times be entitled to unilaterally change these standard terms and conditions.

In these standard terms and conditions, the following terms are understood to mean:

- the vehicle: a passenger car, a combination thereof with another vehicle or a delivery van, a lorry/truck, a trailer, or a combination thereof;
- the contract: the agreement to carry out assembly, disassembly, repair and maintenance work, voluntary or mandatory inspections and damage assessments, or the use of the carwash facilities, each of which is collectively referred to as 'work';
- the customer: the person who engages the contractor to carry out the work in respect of vehicles, parts and/or accessories for these, or otherwise, in the context of trade or business, and the person using the contractor's carwash facilities;
- the contractor: 'Getru Garage en Carrosserieën', the party performing or arranging the performance of the contract in respect of a vehicle and/or parts and accessories and enables the customer to use the carwash facilities.

Article 2 The contract

All quotations, offers, prices quoted by whatever description and in whatever way by whoever representing the contractor and/or in whatever situation, shall always be without obligation and are made on the basis of prices, rates and specifications that are current at the time of entering into the contract.

Images, drawings, specifications of capacity and other descriptions, will be as accurate as possible, but shall not be strictly binding for the contractor. Small variations shall be allowable, whereas in the case of interim model changes, the contractor shall be entitled, without the foreknowledge or the knowledge of the customer, to make the necessary technical changes to the cars, their equipment and/or their parts that have been handed to the contractor for repairs.

The instructions to carry out work, shall be provided verbally, in writing or electronically. If requested, the client shall provide the contractor with a copy of the written or electronic instructions.

In the event that the instructions were provided verbally only, and in the absence of any evidence to the contrary, either the written confirmation by the contractor, the delivery docket, the contractor's invoice or other documents, will serve as evidence of the existence and the substance of the contract.

Article 3 Charges

All charges referred to by the contractor will be expressed in Euros and exclude VAT, any government levies, transport costs and insurance, the cost of assembly, service and inspection work, and the cost of making the vehicle drivable, unless agreed otherwise in writing. In the event of price increases, including those applied by the suppliers of the contractor, as well as any variations in wages, taxes, social security premiums, employment conditions, exchange rates or similar circumstances that occur after the parties have entered into the contract, the contractor shall be entitled to raise the agreed price in line with these increases.

Such price changes shall at no time constitute grounds for terminating the contract.

Workshop rates are not included in the cost of the materials, parts or charges by third parties, unless agreed otherwise in writing.

All charges are calculated on the basis of delivery at the contractor's place of business. In the case of a delivery elsewhere, the additional costs associated with such delivery shall be for the account of the customer.

The charges associated with the use of the contractor's carwash facilities are displayed at its location.

Article 4 Retention of title and right of retention

All items supplied and yet to be supplied in the context of, and in connection with a contract, shall remain the property of the contractor, until all claims for payment in the context of the contract or other agreements that the contractor has or will have against the customer, have been paid in full.

As long as ownership of the items has not passed to the customer, the customer is not permitted to pledge or grant any rights thereto to a third party, and he or she shall be obliged to notify the contractor of any events that may harm the interests of the contractor as the owner of such items.

The contractor shall be able to exercise the right of retention in respect of all that is under its control for or on behalf of the customer on the prime mover, trailer, or other items handed to them for repair, if and as long as the customer has not paid or paid in full the costs of the work carried out on the relevant items and/or the customer does not pay or not pay in full the costs of earlier work carried out by the contractor to the same items and/or the customer does not pay or not pay in full other claims for payment that arise from the contractual relationship with the contractor, including any damages, interest and costs that are or will be due and payable by the customer to the contractor, pursuant to any contract and/or these standard terms and conditions.

By handing over (or arranging to hand over) control of items to the contractor, the customer establishes a right of pledge in favour of the contractor for everything that is or will be due and payable for any reason whatsoever by him or her to the contractor. This shall in any case include claims for payment in respect of contracts that have not yet been fulfilled.

The contractor, as the party holding the pledge, shall be authorised to use the aforementioned possessory pledge as a non-possessory pledge by registering the contract that exists between them, together with a copy of these standard terms and conditions, as a private deed.

Article 5 Parts that have been replaced

After carrying out the instructions, the parts that have been replaced shall become the property of the contractor, and the customer shall not be entitled to claim any compensation for, or the return of, the parts that have been replaced.

Article 6 Damage assessment

If the contractor, on instructions of the customer, has carried out a damage assessment, the actual costs involved in doing so, shall be for account of the customer.

Article 7 Payment

Unless the contractor and the customer have agreed otherwise in writing, payment of the total amount due and payable by the customer must have been effected at the time of picking up the vehicle or any other items, unless payment is effected in cash on delivery, and the customer is not authorised to make any off-sets, make any deductions, or defer any amounts whatsoever. When referring to delivery, this is understood to include the provision of services. Payment for the use of the carwash facilities must be made in advance.

In the event that payment in arrears has been agreed, such payment must be received by the contractor no later than 14 days from the date of the invoice, without the customer being entitled to any discounts or to make any offsets, deferrals or deductions.

The customer, when requested by the contractor, must make payment in advance or a down payment, or provide a security requested by the contractor to ensure the fulfilment of his, her or its obligations in a manner determined by the contractor. The contractor shall be entitled to make such a request at any time. In the event that the customer has not paid the total of the agreed price or not paid it in time, the customer shall be in breach of the contract without the need for a notice of default. The customer, in that case, shall be required to pay the statutory commercial interest plus 3% on the outstanding amount, to be calculated at daily rests from the relevant due date, without prejudice to any other of the contractor's rights.

In the event of default on the part of the customer, the customer shall pay the contractor in respect of the expenses incurred or yet to be incurred in collecting the amount outstanding a sum equal to 15% of the amount outstanding, with a minimum of € 250.00, without prejudice to any further claims for the payment of damages that the contractor may be entitled to.

Article 8 Delivery

The vehicle shall be made available at the place of business of the contractor, unless the parties have expressly agreed in writing for delivery at a different location.

In the event that the vehicle has not been picked up within two days from the time that the contractor notified the customer that it would be ready to be picked up, the vehicle will from that moment on be held at the expense and at the risk of the customer. In such a case, the contractor shall be entitled to charge a storage fee in accordance with company's applicable rates or the rates applicable at the location. Any relocation of the vehicle shall occur at the expense and at the risk of the customer.

The risk for any vehicles accepted into the control of the contractor for the purpose of repairs or otherwise, remains with the customer, except in the case of deliberate or gross negligence on the part of the contractor.

Article 9 Time of delivery

The time of delivery shall be the delivery date for the item or service as specified under the contract entered into between the parties, or at an earlier or later date agreed between the parties afterwards. Early delivery shall be permitted at any time.

In the event that no delivery date has been agreed, the contractor shall, in a timely manner, give the customer prior notice in writing of the time and date that the vehicles will be ready to be picked up by the customer at the contractor's place of business, or will be delivered at another location as agreed.

Delivery times, whether expressly stated or not, will be indicative only. They shall never be considered as strict deadlines.

A failure on the part of the contractor to deliver in a timely manner shall never be a valid reason for the customer to dissolve the contract, except in case of a delivery period that has been expressly agreed, and where this period has been exceeded by more than 60%. Even after the expiration of this extension of the delivery period, the contractor must first be notified in writing of being in breach of the contract, whereupon the contractor shall be given at least one month to fulfil its obligations before the contractor can be held to be in breach in this regard.

Article 10 Suspension

During the period that the customer has not met his, her or its various (payment) obligations in respect of the contractor, the contractor shall be entitled to suspend the (further) performance of its obligations in respect of the customer, without prejudice to the obligation of the customer to pay the agreed price and any further losses suffered by the contractor.

Article 11 Cancellation

The customer, if he, she or it does not want to exercise his, her or its right to cancel the contract pursuant to the last paragraph of Article 9, or if he, she or it is not entitled to cancel the contract, may cancel the contract in case the delivery period has been exceeded. Cancellation must occur in writing. In the event of the delivery period being exceeded by a period of four weeks, the customer may cancel, provided that he, she or it pays within five working days of the cancellation an amount equal to 10% of the contract price, with a minimum of € 300.00, unless the contract price is less than € 300.00, in which case the full amount must be paid.

If the customer has not paid the cancellation charges within five working days, the contractor shall be entitled to inform the customer in writing that it requires the contract to be honoured. In this case, the customer shall no longer be able to invoke a cancellation.

In the event that the delivery period is exceeded by more than four weeks, the customer may cancel the contract in writing without having to pay the contractor a cancellation charge.

Article 12 Dissolution

If, after having been notified in writing of a breach, the contractor fails to meet its obligations towards the customer for 14 days, the contract shall terminate by operation of law, without the intervention of a court, unless the contractor demands that the contract be honoured. The foregoing shall apply notwithstanding the stipulations in Article 7 of these provisions.

Without prejudice to the stipulations of this article, the contractor shall, without giving notice of default or invention by a court, and without prejudice to any other rights that the contractor is entitled to, be entitled to cancel or suspend the contract as a whole or in part with immediate effect, in the event that the customer dies, applies for a moratorium of payments, petitions for bankruptcy, in the event that a petition for his, her or its bankruptcy has been filed, or his, her or its bankruptcy has been declared. In these cases, any claim the contractor may have against the customer shall be due and payable immediately and in full, without the contractor being responsible for claims of damages and/or the

provision of warranties. The contractor, in that case, shall be authorised to sell the customer's vehicle in order to recover any outstanding amounts from the proceeds.

Article 13 Force majeure

In the event that contractor's performance of a contract becomes troublesome or impossible as a result of force majeure, the contractor shall, by written statement, be entitled to terminate the contract insofar as it has not been performed, or to suspend its obligations at its own discretion.

The contractor shall not be held to have breached the contract when confronted with a force majeure situation.

Force majeure is understood to be: a breach of contract for which the contractor cannot be held to be responsible because it is neither caused by a failure on its part, nor can it be imputed to him by law, legal acts or community standards, including cases where the contractor is unable to perform its contract due to failure or negligence by third parties.

Force majeure is also understood to include:

- (a) interruption of business or operations of any nature, regardless of their cause;
- (b) delayed or late delivery by one or more of the contractor's suppliers;
- (c) transport difficulties or interruptions of any nature whatsoever, as a result of which transport to the contractor, or by the contractor to the other party, is obstructed or impeded;
- (d) (the threat of) war, riots, sabotage, floods, fire, lock-outs, factory sit-ins and changed government measures.
- (e) fire, water damage, import or export interruptions, theft, embezzlement or damage to items in either the warehouse, workshop or other working areas belonging to the contractor,

In the case of force majeure, the contractor, at its discretion, shall be entitled to change the period for completion or delivery, or to terminate the contract extra-judicially within three weeks of the date of the event that causes the force majeure situation to arise, without being held to pay any claims for damages.

After termination of the contract, the contractor shall be entitled to payment for the costs incurred and/or the work it has already carried out; in the case of repairs or maintenance, this entitlement shall only exist insofar as the other party benefits from such repairs or maintenance.

The customer shall not be entitled to terminate the contract with the contractor in the case of force majeure.

Article 14 Liability

The contractor shall only be liable in respect of the customer for losses that are the predictable and direct consequence of an attributable failure on the part of the contractor in carrying out the obligations under its contract with the customer. Every form of consequential loss or indirect losses, including the following: losses because of business interruption, delays, diminution of value, loss of enjoyment, loss of profits or losses incurred, losses in connection with the expense of alternative transport or rent and lease costs, damage to (the goods) of third parties, transport damage, personal damage and intangible losses, are excluded from compensation. Neither shall the contractor be liable for the theft or loss of items belonging to the other party and/or third parties that are in or attached to the item and which are under the control of the contractor for any reason whatsoever. Items belonging to the other party shall also be understood to include cargo, office equipment and printed documents and securities.

To the extent that the contractor, in the context of this article, is required to pay for any losses, it will only be in respect of losses against which the contractor is insured, or at any rate should in all reasonableness have been insured against, on the understanding that such payment shall never exceed the sum insured or that should in all reasonableness have been insured. This stipulation is intended to establish a limit to the damages to be paid. Every other claim for damages, in respect of anything whatsoever, is therefore excluded. The contractor shall maintain an adequate level of business liability insurance during the term of the contract.

Losses for which the customer believes the contractor to be responsible, must be reported to a staff member of the contractor before leaving the company's premises, at any rate within 24 hours. The contractor must be given the opportunity, if and insofar as this is possible, to rectify (or arrange to have rectified) any damage for which the customer believes the contractor to be responsible. The contractor will not honour any requests from the customer to pay for repairs carried out by third parties without prior consultation and the express approval of the contractor.

In the event that the customer does not comply with instructions, uses the facilities incorrectly and/or allows an unsuitable vehicle to be washed, the customer shall be liable for any damage suffered by him/her/itself or by the contractor.

Article 15 Warranty

For new parts, materials and accessories, no warranty other than the one provided by the manufacturer and/or the importer and/or supplier will be provided, and as set out in the warranty forms handed to the customer and the laws and regulations pertaining to these matters.

In the event that no warranty forms have been provided, the contractor shall not, in respect of items purchased from third parties or in respect of work carried out on instructions from the contractor by third parties, be required to provide any additional warranties other than those that the contractor has received in this regard from the third parties concerned. Warranties for items previously used by third parties, are expressly excluded, unless the parties have explicitly agreed otherwise in writing.

The warranty described in this article shall not apply in the case of:

- defects that are the result of work that has not been carried out by or on behalf of the contractor;
- defects that have arisen as a result of the use of items that the customer has made available to the contractor, unless the contract pertains to the rectification of these defects;
- items or work of which the contractor made it known at the time of entering into the contract that the contractor did not agree with a choice of materials, parts and/or working method prescribed by the customer;
- items to be worked on that are in a condition that makes it impossible to satisfactorily rectify or remove the defects present - including body work - within the context of what has been agreed, including items that have not had any pre-treatment in the business of the contractor.

The customer shall also not be entitled to a warranty as described in this article, in the event that:

- the customer or a third party carries out work that relates to the items and/or services for which a warranty has been requested, without the prior written approval of the contractor;
- the customer does not lodge his, her or its complaint in writing and with a clear description of the defects to the contractor within 14 days after discovering a defect or defects;
- the customer does not give the contractor an opportunity to rectify the defect within a reasonable period of time.

No warranties will be provided in respect of instructions to the contractor for emergency repairs.

In the event of any warranty, the contractor, at its discretion, shall only be required to replace, supplement the repair of an item, provided that the defect does not relate to the normal variations and is not the result of an external cause and/or an act or omission on the part of the customer or a third party, or of normal wear and tear.

Article 16 Complaints

Any complaints about items supplied or services provided by the contractor must be lodged with the contractor as soon as possible, but in any case within eight days from the time that the grounds for making a complaint were discovered or in all reasonableness could have been discovered, on pain of forfeiture of any claims.

The aforementioned time frame shall start from the moment of the actual delivery of the item or the moment that the item is picked up by the customer.

The customer is required to examine the item when picking it up, to see whether there are any externally visible defects, such as scratches, dents, etc. In respect of such externally visible defects, no complaints will be possible after the moment that the customer actually picks up the item or the contractor actually delivers the item, except on the basis of evidence to be provided by the customer that the externally visible defects have been caused by the contractor.

Article 17 Explanation and instructions for the use of the carwash facilities

Before using the carwash facilities, the customer must inform him or herself regarding its use by asking the contractor for the information.

The customer must comply with the instructions on the instruction panels and the associated light signals, and must obey the directions given, either verbally or with hand signals, by any of the contractor's staff members.

Article 18 Refusing customers in respect of the use of carwash facilities

The contractor may refuse a customer if the customer's vehicle is unsuitable for the carwash facilities or if there are other grounds.

Article 19 Suitability of the vehicle; particulars

A customer's vehicle is only suitable for the carwash facilities if it meets the following requirements:

- the maximum dimensions indicated on the carwash facility for height, width and length are not exceeded. In the event that the maximum dimensions are not indicated, then the legally permitted maximum height must not be exceeded for the truck wash;
- the vehicle must not have any parts that are loose and/or protrude, which may be pulled off by the carwash facilities. Parts that may be loose and/or protrude are, for example, aerials, mirrors, bumper bars, spoilers, trims, mouldings, spotlights and window/headlamp wipers. Also non-original parts or modifications to the bodywork can be loose. Parts that appear to be properly attached, may nevertheless be loose as a result of wear and tear, minor damage or ageing, for example.
- The customer must check himself or herself whether his, her or its vehicle is suitable. In the case of doubt, the customer must ask a member of the contractor's staff for advice. The customer must advise a member of the contractor's staff of any issues before the start of the washing process.

Article 20 Washing result

In the case of a car that has accumulated grime in the normal way, the customer can expect any dirt that dissolves in water, to be removed.

The contractor makes a qualification in respect of the possibility of removing certain types of dirt. The customer cannot expect that grease, tar, scratches, etc. will be removed.

In the case of vehicles in an extremely dirty state, the contractor shall be entitled to apply a surcharge.

Article 21 Applicable law and jurisdiction

All contracts to which these standard terms and conditions apply as a whole or in part, are subject to Dutch law.

The customer shall only be able to put any disputes related to or arising from contracts to which these provisions apply, before the competent Dutch court in the district where the contractor has its place of business. The contractor shall have the right to put any disputes either before the competent court in the district in which it has its place of business, or before the competent court in the district where the customer resides.