

Algemene zakelijke voorwaarden BusBiker Europe BV

General professional business conditions BusBiker Europe BV

Article 1: Applicability

- 1.1. These terms and conditions apply to all offers made by BusBiker Europe B.V. does, to all agreements it concludes and to all agreements arising from this, insofar as BusBiker Europe B.V. supplier.
- 1.2. The BusBiker Europe B.V. that these terms and conditions uses is referred to as supplier. The other party is referred to as a business customer.
- 1.3. In the event of a conflict between the content of the agreement concluded between the business customer and the supplier and these terms and conditions, the provisions of the agreement shall prevail.

Article 2: Offers

- 2.1. All offers are without obligation. The supplier has the right to revoke his offer up to two working days after the acceptance has reached him.
- 2.2. If a business customer provides information to the supplier, the supplier may assume its correctness and completeness and will base its offer on this.
- 2.3. The prices stated in the offer are expressed in euros, exclusive of turnover tax and other government levies or taxes. The prices are also exclusive of travel, accommodation, packaging, storage and transport costs, as well as costs for loading, unloading and cooperation with customs formalities.

Article 3: Confidentiality

- 3.1. All information provided by or on behalf of the supplier to the business customer (such as offers, designs, images, drawings and know-how) of whatever nature and in whatever form, are confidential and will not be used by the business customer for any purpose other than execution of the agreement.
- 3.2. The information referred to in paragraph 1 of this article will not be made public or multiplied by the business customer.
- 3.3. If the business customer violates one of the obligations referred to in paragraph 1 and 2 of this article, he will owe an immediately due and payable fine of € 25,000 for each violation. This fine can be claimed in addition to compensation on the basis of the law.
- 3.4. The business customer must return or destroy the information referred to in paragraph 1 of this article on first request, within a period set by the supplier, at the choice of the supplier. In the event of violation of this provision, the business customer will owe the supplier an immediately due and payable penalty of €1,000 per day. This fine can be claimed in addition to compensation on the basis of the law.

Article 4: Advice and information provided

- 4.1. A business customer cannot derive any rights from advice and information from the supplier that are not directly related to the order.
- 4.2. If a business customer provides information to the supplier, the supplier may assume its correctness and completeness in the performance of the agreement.
- 4.3. The business customer indemnifies the supplier against any claim by third parties with regard to the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like provided by or on behalf of the business customer. The business customer will compensate all damage to be suffered by the supplier, including full costs incurred to defend against these claims.

Article 5: Delivery time

- 5.1. A specified delivery time is indicative.
- 5.2. The delivery time only commences when agreement has been reached on all commercial and technical details, all information, including final and approved drawings and the like, are in the possession of the supplier, the agreed payment or installment has been received and the other conditions for the execution of the contract have been met. The order has been fulfilled.
- 5.3. There is:
 - a. circumstances other than those known to the supplier when he stated the delivery time, the delivery time will be extended by the time the supplier needs, taking into account its planning, to carry out the order under these circumstances;
 - b. additional work, the delivery time will be extended by the time that the supplier needs, taking into account its planning, to deliver the materials and parts for this (or have them delivered) and to perform the additional work;
 - c. suspension of obligations by the supplier, the delivery time will be extended by the time it needs, taking into account its planning, to carry out the order after the reason for the suspension has lapsed.

Subject to proof to the contrary by the business customer, the duration of the extension of the delivery time is presumed to be necessary and to be the result of a situation as referred to under a to c above.

- 5.4. Exceeding the delivery time in no way entitles the business customer to compensation or dissolution. The business customer indemnifies the supplier against any claims from third parties as a result of exceeding the delivery time or implementation period.

Article 6: Delivery and transfer of risk

- 6.1. Delivery takes place at the moment that the supplier makes the item available to the business customer at its business location and has informed the business customer that the item is available to it. From that moment on, the business customer bears the risk of the item for storage, loading, transport and unloading.
- 6.2. Business buyer and supplier can agree that the supplier takes care of the transport. In that case, the risk of, among other things, storage, loading, transport and unloading also rests with the business customer. A business customer can insure itself against these risks.
- 6.3. If there is a trade-in and the business customer retains the good to be exchanged pending

delivery of the new good, the risk of the good to be exchanged remains with the business customer until the moment that he has placed it in the possession of the supplier. If the business customer cannot deliver the item to be exchanged in the condition it was in when the agreement was concluded, the supplier may dissolve the agreement.

Article 7: Price change

The supplier may pass on an increase in cost-determining factors that occurred after the conclusion of the agreement to the business customer if the order is postponed by more than 3 months at the request of the business customer compared to regular deliveries. The business customer is obliged to pay the price increase at the supplier's first request.

Article 8: Force majeure

- 8.1. A shortcoming in the fulfillment of its obligations cannot be attributed to the supplier if this shortcoming is the result of force majeure.
- 8.2. Force majeure includes, among other things, the circumstance that third parties engaged by the supplier, such as suppliers, subcontractors and transporters, or other parties on which the supplier and/or business customer is dependent, do not or not timely fulfill their obligations, wear conditions, natural disasters, pandemic, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, roadblocks, strikes or work stoppages and import or trade restrictions.
- 8.3. The Supplier has the right to suspend the fulfillment of its obligations if it is temporarily prevented from fulfilling its obligations towards the business customer due to force majeure. If the force majeure situation has lapsed, the supplier will fulfill its obligations as soon as its planning allows.
- 8.4. If there is a case of force majeure and fulfillment is or becomes permanently impossible, or if the temporary force majeure situation has lasted more than six months, the supplier is entitled to dissolve the agreement in whole or in part with immediate effect. In those cases, the business customer is authorized to dissolve the agreement with immediate effect, but only for that part of the obligations that has not yet been fulfilled by the supplier.
- 8.5. The parties are not entitled to compensation for the damage suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this article.

Article 9: Liability

- 9.1. In the event of an attributable shortcoming, the supplier is still obliged to fulfill its contractual obligations, with due observance of Article 10.
- 9.2. The supplier's obligation to compensate damage on whatever basis is limited to that damage against which the supplier is insured under an insurance policy taken out by or on behalf of it. However, the scope of this obligation will never exceed the amount that is paid out under this insurance in the relevant case.
- 9.3. If, for whatever reason, the supplier cannot invoke paragraph 2 of this article, the obligation to compensate damage is limited to a maximum of 15% of the total contract amount (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the contract amount for that part or that partial delivery. In the case of continuing performance contracts, the obligation to compensate damage is limited to a maximum of 15% (excluding VAT) of the contract sum owed over the last twelve months prior to the damage-causing event.

Article 10: Not eligible for reimbursement:

- a. consequential damage. Consequential damage includes, inter alia, stagnation damage, production loss, lost profit, fines, transport costs and travel and accommodation costs, lost vacation days, lost rental income;
 - b. visual damage. Visual damage is understood to mean, among other things, damage caused by or during the execution of the work to items that are being worked on or to items that are located in the vicinity of the place where the work is being done;
 - c. damage caused by intent or willful recklessness of auxiliary persons or non-executive subordinates of the supplier.
- A business customer can insure itself against these damages if possible.
- 9.5 The supplier is not obliged to compensate damage to material supplied by or on behalf of the business customer as a result of improper processing.
 - 9.6 The business customer indemnifies the supplier against all claims from third parties due to product liability as a result of a defect in a product that has been delivered to a third party by the business customer and of which the products or materials supplied by the supplier are part. The business customer is obliged to compensate all damage suffered by the supplier in this regard, including the (full) costs of defence.

Article 10: Warranty and other claims

- 10.1. Unless otherwise agreed in writing, the supplier guarantees the proper execution of the agreed performance for a period of 12 months after delivery or completion, as is further elaborated in the following paragraphs.
- 10.2. If the parties have agreed on deviating warranty conditions, the provisions of this article will apply in full, unless this is in conflict with those deviating warranty conditions.
- 10.3. If the agreed performance has not been properly performed, the supplier will make a choice within a reasonable period of time whether it will still perform it properly or credit the business customer for a proportionate part of the contract amount.
- 10.4. If the supplier opts for the proper execution of the performance after all, he himself determines the manner and time of execution. The business customer must in all cases give the supplier the opportunity to do so. If the agreed performance consisted (partly) of the processing of material supplied by the business customer, the business customer must supply new material at its own expense and risk.

- 10.5. Parts or materials that are repaired or replaced by the supplier must be sent to him by the business customer.

10.6. For the account of the business customer:

- a. all transport or shipping costs;
 - b. costs for disassembly and assembly;
 - c. travel and accommodation costs and travel hours.
- 10.7 The supplier is only obliged to implement the guarantee if the business customer has fulfilled all its obligations.
 - a. Warranty is excluded for defects resulting from:
 - normal wear and tear;
 - improper use;
 - not or incorrectly performed maintenance;
 - installation, assembly, modification or repair by a business customer or by third parties;
 - defects in or unsuitability of items originating from or prescribed by the business customer;
 - defects in or unsuitability of materials or aids used by the business customer.
 - b. No warranty is given on:
 - delivered goods that were not new at the time of delivery;
 - the inspection and repair of business customer's items;
 - parts covered by a manufacturer's warranty.
 - 10.8. The provisions of paragraphs 3 to 8 of this article apply mutatis mutandis to any claims by the business customer on the basis of breach of contract, non-conformity or any other basis whatsoever.

Article 11: Complaint obligation

- 11.1. The business customer can no longer invoke a defect in the performance if he has not complained in writing to the supplier about this within fourteen days after he has discovered or should reasonably have discovered the defect.
- 11.2. A business customer must have submitted complaints about the invoice in writing to the supplier, on pain of forfeiture of all rights, within 14 days of receipt of the invoice. If the supplier can demonstrate that the invoice has been sent digitally to a business customer and has been received by the business customer anywhere within the company's business, this counts as actual receipt.

Article 12: Goods not purchased

- 12.1. After expiry of the delivery time, the business customer is obliged to actually take delivery of the item or items that are the subject of the agreement at the agreed location.
- 12.2. The business customer must provide full cooperation free of charge to enable the supplier to deliver.
- 12.3. Goods that have not been purchased are stored at the expense and risk of the business customer.
- 12.4. In the event of a violation of the provisions of paragraph 1 or 2 of this article, after the supplier has given notice of default, the business customer will owe the supplier a fine of € 250 per day with a maximum of € 25,000. This fine can be claimed in addition to compensation on the basis of the law.

Article 13: Payment

- 13.1. Payment is made at the supplier's place of business or into an account to be designated by the supplier.
- 13.2. Payment takes place before delivery of the goods, unless otherwise agreed per order.
- 13.3. If the business customer fails to fulfill his payment obligation, he is obliged to comply with a request from the supplier for payment instead of payment of the agreed sum of money.
- 13.4. The right of the business customer to set off its claims against the supplier or to suspend the fulfillment of its obligations is excluded, unless there is a suspension of payment or bankruptcy of the supplier or the statutory debt restructuring applies to the supplier.
- 13.5. Regardless of whether the supplier has fully performed the agreed performance, everything that the business customer owes or will owe to him under the agreement is immediately due and payable if:
 - a. a payment term has been exceeded;
 - b. business customer does not comply with its obligations under Article 16;
 - c. the bankruptcy or suspension of payment of the business customer has been filed;
 - d. attachment is made on goods or claims of the business customer;
 - e. business customer (company) is dissolved or liquidated;
- 13.6. business customer (natural person) requests to be admitted to statutory debt restructuring, is placed under guardianship or has died.
- 13.6. In the event of delay in the payment of a sum of money, the business customer owes the supplier interest on that sum of money from the day following the day that has been agreed as the latest date for payment, up to and including the day on which the business customer has paid the sum of money. If the parties have not agreed on a final date for payment, the interest is due from 30 days after due date. The interest is 12% per year, but is equal to the statutory interest if it is higher. In the interest calculation, part of the month is regarded as a full month. Each time after the end of a year, the amount on which the interest is calculated is increased by the interest owed for that year.

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 - 13.7 The supplier is authorized to set off its debts to a business customer against claims of companies affiliated with the supplier on a business customer. In addition, the supplier is authorized to set off its claims against a business customer against debts that companies affiliated with the

supplier have to a business customer. Furthermore, the supplier is authorized to set off its debts to the business customer against claims on companies affiliated with the business customer. Affiliated companies are understood to mean: all companies belonging to the same group within the meaning of Section 2:24b of the Dutch Civil Code and a participating interest within the meaning of Section 2:24c of the Dutch Civil Code.

- 13.8 If payment has not been made on time, the business customer owes the supplier all extrajudicial costs with a minimum of € 75. These costs are calculated on the basis of the following table (principal sum incl. interest): on the first €3,000 15% on the excess up to €6,000 10% on the excess up to €15,000 8% on the excess up to € 60,000 5% on the excess from € 60,000 3%

The extrajudicial costs actually incurred are due if they are higher than follows from the above calculation.

- 13.9 If the supplier is wholly or largely in the right in legal proceedings, all costs incurred in connection with these proceedings will be borne by the business customer.

Article 14: Collateral

- 14.1. Regardless of the agreed payment conditions, the business customer is obliged to provide sufficient security for payment at the supplier's first request, in the opinion of the supplier. If the business customer does not comply with this within the stipulated period, he will immediately be in default. In that case, the supplier has the right to dissolve the agreement and to recover its damage from the business customer.
- 14.2. The supplier remains the owner of the delivered goods as long as the business customer:
 - a. has not fulfilled its obligations under any agreement with the supplier;
 - b. claims arising from non-compliance with the above agreements, such as damage, fine, interest and costs.
- 14.3. As long as the delivered goods are subject to retention of title, the business customer may not encumber or alienate them outside its normal business operations. This clause has effect under property law.
- 14.4. After the supplier has invoked his retention of title, he may take back the delivered goods. The business customer will provide full cooperation to this end.
- 14.5. If the business customer has fulfilled its obligations after the goods have been delivered to it by the supplier in accordance with the agreement, the retention of title with regard to these goods is revived if the business customer fails to fulfill its obligations under a later agreement.

- 14.6 The supplier has a right of pledge and a right of retention on all goods that it has or will receive from a business customer for whatever reason and on all claims it has or may acquire against a business customer.

Article 15: Intellectual property rights

- 15.1. The supplier is regarded as respectively the maker, designer or inventor of the works, models or inventions created in the context of the agreement. The supplier therefore has the exclusive right to apply for a patent, trademark or design.
- 15.2. In the execution of the agreement, the supplier does not transfer any intellectual property rights to the business customer.
- 15.3. The Supplier is not liable for damage suffered by the business customer as a result of an infringement of the intellectual property rights of third parties. The business customer indemnifies the supplier against any claim by third parties with regard to an infringement of intellectual property rights.

Article 16: Transfer of rights or obligations

The business customer cannot transfer or pledge any rights or obligations under any article of these general terms and conditions or the underlying agreement(s), without the prior written consent of the supplier. This clause has effect under property law.

Article 17: Termination or cancellation of the agreement

- 17.1. The business customer is not authorized to terminate or cancel the agreement, unless the supplier agrees. If the supplier agrees, the business customer will owe the supplier an immediately due and payable compensation in the amount of the agreed price, less the savings for the supplier resulting from the termination. The compensation is at least 20% of the agreed price.
- 17.2. If the price is made dependent on the actual costs to be incurred by the supplier (direction basis), the compensation as referred to in the first paragraph of this article is estimated at the sum of the costs, labor hours and profit that the supplier expects over the entire order, would have made.

Article 18: Applicable law and competent court 18.1. Dutch law applies.

- 18.2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation from which exclusion is allowed.
- 18.3. The Dutch civil court with jurisdiction in the supplier's place of business takes cognizance of disputes. The Supplier may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.

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