

General sales terms and conditions of Dutch Spare Parts Wijchen B.V.

- DSP: Dutch Spare Parts Wijchen B.V. also T/A Dujako, Dujako Automotive, DSP Wijchen and DSP Wijchen Automotive.
- Client/counterparty: any legal entity or natural person who commissions DSP to make deliveries or who enters into an agreement with DSP or with whom DSP is in talks or negotiations on concluding an agreement.
- Agreement: any agreement established between DSP and the client, any amendment or supplement thereto, as well as any (legal) acts in preparation for and performance of that agreement.
- Assignment: any assignment from the client, in any form whatsoever.
- Terms and conditions: these general terms and conditions.

A. Applicability

1. These Terms and Conditions are part of all agreements with DSP and these Terms and Conditions also apply to all acts and legal acts between DSP and the Client, even if those (legal) acts do not result in or stand in connection with an agreement. Deviations from the Terms and Conditions are only binding if and insofar as they are confirmed in writing by an authorised representative of DSP.

2. By entering into an agreement with DSP, the Client waives any terms and conditions it uses, by whatever name these are called, so that only the Terms and Conditions used by DSP apply to all agreements with DSP.

3. Deviations from, exceptions to and additions to these Terms and Conditions are only binding if they have been explicitly agreed and set down in writing by the parties involved.

B. Offers/quotations, orders/assignments and confirmations

1. Every quotation is an obligation-free offer and serves only as an invitation for the Client to place an order. The offer is valid for the term cited in the quotation. If no term is cited, the offer is valid for 30 days from the date the quotation is issued. The obligation-free offer lapses by operation of law after the term has expired.

2. A great deal of care has gone into any illustrations, numbers, statements of original numbers, catalogues, cross lists of weights and/or other details on the products. However, these are not binding, nor can they be regarded as any guarantee, unless otherwise agreed in writing in advance.

2a. Original numbers only serve as reference.

3. Insofar as a Client undertakes any performance or makes any preparations for performance in the expectation that an agreement will be established or on the presumption that an agreement has been established, the Client does so at its own expense and risk.

4. DSP reserves the right to refuse orders/assignments.

5. DSP is only obligated to start or complete - preparations in relation to - its obligations under the agreement after DSP has received from the Client all the information DSP deems necessary for performance of the agreement.

D. Cancellations

1. Unless DSP explicitly grants permission in writing, orders/assignments cannot be cancelled free of charge.

2. If orders/assignments are cancelled, the Client owes DSP the full price agreed for these orders/assignments.

E. Prices

1. All prices cited by DSP are expressed in euros and exclude VAT and apply ex works DSP in Wijchen. Transport costs, shipping and/or postage charges, export and import duties, clearance costs, taxes, etc. are at the expense and risk of the Client.

2. DSP is entitled to charge on to the Client the increases resulting from factors that increase the cost price, such as purchasing prices, import or export duties, wages, transport costs, taxes, levies, the exchange rate of the euro with respect to foreign currencies, which occur after an offer has been made or agreement has been established but before the moment of delivery.

3. If the prices are not set prior to or after the conclusion of the agreement, the prices to be charged by DSP and owed by the Client are the prices applicable on the day of delivery as contained in DSP's price lists. DSP's records serve as conclusive evidence of these prices.

4. In the event of a price increase of more than 10% within 3 months after the agreement is concluded, the Client has the right to dissolve the agreement. If the Client wishes to exercise this right, it must report this to DSP in writing within eight days after receiving the notification concerning the price increase or within eight days after it can reasonably be expected to know about this increase; if the Client fails to do this, the agreement, including the price increase, remains in effect. In the event the price that was agreed turns out within the aforementioned three-month period to be 10% higher than any applicable price within this same three-month term as the result of temporary price reductions/promotions offered by DSP, then the right to dissolve the agreement as described above does not exist; the agreement then remains in effect in its original form.

F. Delivery time and delivery

1. The agreed delivery times are never strict deadlines unless explicitly agreed otherwise. If delivery does not take place on time but is not permanently impossible, the Client must send DSP written notice of default in which DSP is given a reasonable time period in which to yet make the delivery. In such a case DSP is only required to compensate the damage that the Client suffers as a result of the failure to deliver within the time period if DSP can be blamed for the late delivery by law.

2. DSP endeavours to deliver orders immediately. If this emerges to be impossible, delivery will take place as soon as possible. If a part of an order cannot be delivered immediately, it will be delivered subsequently as soon as possible, unless it is agreed with the Client in writing before the agreement is established that the Client will receive the entire order in a single shipment.

3. DSP has the right to charge the buyer for any partial deliveries immediately after delivery. The time periods in articles I and K (payment and complaints, respectively) apply *mutatis mutandis* to partial deliveries.

4. If it is agreed that the products have been sold on the basis of delivery on call, the buyer must call for the products such that all products have been called in at the latest within 6 months after the agreement is established, unless a different call period has been agreed in writing by the parties. If the buyer does not call for the products or does not call for them on time, DSP has the right to decide either to deliver the remaining products in one shipment (if a part of the products has already been delivered) and demand immediate payment or, after having sent a reminder, after a period of at least 8 days unilaterally dissolve the agreement and claim compensation of the damage it has suffered, including any lost profits.

G. Shipping and transport costs

1. Orders with a net value of € 200.00 or more excluding VAT will be delivered without any charge for shipping or transport. Shipping and/or transport costs are charged for orders of up to € 200.00 excluding VAT. DSP will charge these costs on to the Client according to the rates that actually generally apply for shipping and transport at the moment of delivery. Shipping and/or transport costs may be agreed and/or adjusted in writing in mutual consultation between the parties.

H. Reservation of ownership

1. DSP reserves ownership of the products it sells and delivers to the Client until the Client has paid in full all amounts that DSP can claim from the Client under any agreement with the Client (purchase price and any interest and additional costs). Nonetheless, the Client bears all risks in relation to the delivered products from the moment of delivery.

2. Without prejudice to DSP's rights on any other grounds, the Client irrevocably authorises DSP to recover from the Client the products delivered by DSP which are subject to reservation of ownership on grounds of this article, without any notice of default or court intervention being necessary, if the Client does not promptly comply with its payment obligations.

I. Payment

1. Amounts charged to the Client by DSP must be paid within 14 days after invoice date, without any deduction, discount or set-off, unless the parties have agreed otherwise in writing. Payments must be made in euros. The Client never has the right to suspend its obligations.

2. The Client is in default by the mere expiration of the payment term, without any reminder or notice of default being required.

3. If the Client fails to satisfy its payment obligations, or fails to do so on time or in full, the Client owes interest of 1% per calendar month from the due date. In calculating the interest owed, a part of a month is counted as a full month.

4. If DSP takes extrajudicial measures in the event the Client does not pay on time, the costs of these measures are at the Client's expense. These extrajudicial costs are set at 15% of the amount owed, with a minimum of € 150.00.

5. DSP has the right to apply payments to old, outstanding claims it has on the Client.

6. Regardless of what has been agreed in relation to payment, DSP has the right to at any time demand security for the Client's satisfaction of its financial obligations, including a bank guarantee. In that case DSP has the right to postpone the delivery of products until the Client has provided this security for the payment.

7. DSP has the right to at any time suspend performance of the assignment if the Client is in default of any obligation towards DSP, including the obligation to furnish the requested security as described in the previous article.

8. DSP is authorised to at any time set off amounts that the Client owes it with the Client's claim on DSP. The Client never has the right to set off amounts DSP owes it with DSP's claims on the Client.

J. Guarantee

1. DSP gives the Client the same guarantee, in relation to duration and terms and conditions, among other things, that its manufacturers/suppliers give it, without any additional guarantee on DSP's part and subject to the Client's rights under mandatory law.

K. Complaints and liability

1. Without prejudice to the guarantee provisions, DSP is not liable to the Client on grounds of an attributable failure for damage caused by or in connection with an agreement,

assignment or other acts, unless this damage is the result of intent or gross negligence on DSP's part. In particular, DSP excludes liability for any indirect or direct damage, other than referred to in the previous sentence, such as lost turnover or profit, resulting damage and/or trading loss.

2. DSP is only liable at any time to at most the amount that its insurer pays out in the particular case, whereby a series of incidents is regarded as a single incident.

3. Minor deviations in the quality, model, colour or finishing of products delivered by DSP which are regarded as acceptable in commercial practice or technically inevitable do not constitute any grounds for complaint.

4. The Client must issue proof of receipt when the products are delivered. If a visibly noticeable defect, failure, damage and/or shortcoming is discovered, the Client must note this on the proof of receipt. The Client must also notify DSP in writing at the latest within eight days after the delivery date of the observations mentioned here; if it fails to do so, the right of complaint lapses.

5. In the event of deviations and/or defects in the products that are only visible or otherwise noticeable when/after the packaging is removed, the Client must also notify DSP in writing of this at the latest within eight days after the delivery date; if it fails to do so, the right of complaint lapses.

6. If the Client does not complain about the quantity of delivered products in the manner reported above within eight days after delivery of the products, the quantities cited on the delivery notes, consignment notes or other such documents are deemed to be acknowledged as correct and it is regarded as acknowledged that no defects, damage and/or shortcomings appear or have appeared for which DSP can be held liable.

7. In the event any unforeseen problems arise during or after assembly of a product, the following applies at all times: before the Client or third parties decide to purchase replacement items, the Client must first contact DSP on the handling of the complaint and the compensation of any additional costs to be incurred by the Client. If the Client does not do this, all costs relating to the replacement products, including all additional costs, will be at the Client's expense. DSP is only required to compensate those costs to which it has explicitly agreed in writing.

8. DSP's liability is limited to repairing the defective product or defective part free of charge, replacing that product or that part or refunding the relevant purchase price. This only applies to the extent the defect is attributable to defective materials or faulty construction. It is up to DSP to decide whether it will repair or replace the product or part or refund the purchase price, as mentioned above.

9. DSP's liability or obligation under paragraph 8 of this article lapses if:

a. The Client does not honour a request from DSP to send the defective product or defective part to DSP within eight days;

b. The Client or third parties have, without DSP's prior knowledge and permission, performed work on the product delivered by DSP which is the subject of the complaint;

c. The Client does not give DSP the opportunity to ascertain and remedy the defect within eight days after the complaint is submitted to DSP;

d. The defect is the result of inexpert use, inadequate maintenance, wear and tear or damage;

e. The product has been or is used in a manner not in accordance with its purpose.

10. If products supplied by DSP are altered in terms of their nature and/or composition after delivery and/or are wholly or partly damaged, any right to complaint, guarantee or damage compensation lapses. In deviation from the previous sentence, the guarantee does apply if the need for immediate repair arose and the Client could not reasonably be expected to observe the time periods in respect of DSP and this can be demonstrated by the Client with reference to information provided by the repairer and/or with reference to broken parts.

L. Return shipments

1. Return shipments are only accepted after consultation with and written permission from DSP. The transport costs of return shipments with items subject to a returnable deposit are at the Client's expense.

M. *Force majeure*

1. There is a situation of *force majeure* on DSP's part if DSP is prevented from complying with its obligations under the agreement or the preparations for these as a result of fire, water damage, flooding, work strikes, factory sit-ins, war, danger of war, epidemic, lockout, attachment, import or export impediments, government measures, power outages, shortages of materials, raw materials or auxiliary materials, defects in machinery, defects in means of transport, transport impediments, all either in DSP's business or the businesses of its suppliers and those who are charged with storage or transport or any other circumstances arising from causes beyond DSP's control or influence.

2. An agreed delivery period will be extended by the period during which DSP is prevented from satisfying its obligations by *force majeure*.

3. If the delivery period is extended in accordance with the previous article by more than three months as the result of *force majeure*, either DSP or the Client may dissolve the agreement - for the part that has not yet been performed - with due observance of the provisions of paragraph 4 below.

4. If the *force majeure* situation occurs when the agreement has already been partly performed, the Client will keep the part of the product/products already delivered and pay the purchase price owed for these, unless the Client demonstrates that the aforementioned part already delivered cannot be effectively used or utilised by the Client because the remaining products or parts thereof will not be delivered. In this last case, if *force majeure* delays the remaining shipment by more than three months, the Client has the authority to dissolve the agreement for the part already performed but is required in such case to send back to DSP what has already been delivered to it, at the Client's expense and risk.

N. Bonuses

1. Bonuses are only owed by DSP and can only be demanded by the Client if the Client is not in default of full satisfaction of its obligation(s) under the particular purchase/supply agreement or additional agreements.

O. Amendment or addition to the Terms and Conditions

1. DSP has the right to at any time amend and/or supplement these Terms and Conditions. For assignments that have already been accepted, however, the Terms and Conditions, clauses and provisions which were in effect on the day on which the agreement was concluded still apply, unless explicitly agreed otherwise.

P. Dissolution and demandability

1. DSP can dissolve the agreement with the Client in writing, wholly or in part, without being required to pay any damage compensation on grounds thereof, with immediate effect and without court intervention if:
 - a. DSP becomes aware after the agreement is concluded of circumstances that give it just reason to fear that the Client will not satisfy its obligations;
 - b. DSP has asked the buyer to furnish security for compliance and this security has not been furnished or is insufficient;
 - c. The Client is in default in some other way and is not complying with its obligations under the agreement;
 - d. the Client has been granted a moratorium on payments, has been declared bankrupt, the Client's activities have been liquidated or partially transferred or suspended, or an attachment has been levied against the Client and has not been immediately lifted;
 - e. the counterparty has failed to comply with one or more of its obligations under the agreement, or has failed to do so on time or properly, and it has not remedied this failure within seven calendar days after being reminded in writing by DSP to do so;
 - f. DSP stops delivery of the particular product.
2. The provisions of the previous article are without prejudice to DSP's other powers by law in the event of the counterparty's failure to comply, such as its right to demand compliance and/or full damage compensation.

Q. Ban on transfer

1. The Client's rights and/or obligations under agreements established under these Terms and Conditions cannot be transferred to third parties without DSP's advance written permission.

R. Registration of (personal) data

1. By entering into this agreement with DSP, the Client gives DSP permission to automatically process the (personal) data obtained under the agreement, which includes permission to send (personalised) offers.

S. Disputes, applicable law and competent court

1. Exclusively Dutch law shall govern the legal relations between DSP and the Client.
2. The applicability of the Vienna Convention 1980 (CISG) is excluded.

Wijchen, July 2011