

## General conditions of delivery Hoosemans Trading

Established and with offices at Voorteindseweg 30A 5091 TK Middelbeers Chamber of Commerce Number 75381524

### Article 1 - Scope and definitions

1.1 These General Conditions are applicable to all (legal) acts of Hoosemans Trading, such as offers, agreements or acceptances of orders within the framework of (purchase) agreements, and also prevail over the general conditions of the customer. Hoosemans Trading rejects the possible applicability of those explicitly. A reference by the Customer to its own purchase, tendering or other conditions is not accepted by Hoosemans Trading.

1.2 Besides and in addition to the provisions in Clause 1.1, these General Conditions apply if the Customer has accepted their applicability in previous Agreements with Hoosemans Trading. An acceptance is then not required for a next transaction or agreement because it has already taken place.

1.3 The customer accepts the validity of these general conditions on all future transactions with Hoosemans Trading.

1.4 Changes or additions to these General Conditions shall be confirmed by Hoosemans Trading explicitly and in writing and shall only apply to that offer or Agreement on the occasion of which the change or addition is made, respectively the conclusion of which the change or addition has been made. If there is contradiction in these General Conditions, the for Hoosemans Trading most favourable provision shall apply.

1.5 If one or more provisions of these General Conditions are null and void or are nullified by a court judgment, the other provisions of these General Conditions shall remain in force. Parties shall consult on the provisions that are null and void or that are annulled in order to reach a substitute arrangement that is in accordance with the applicable law.

1.6 Hoosemans Trading can transfer its legal relationship to the Customer to a third party by means of a deed drawn up between Hoosemans Trading and that third party. By doing so the customer already in advance grants permission and cooperation to the contract take-over.

### Article 2 - Offers

2.1 All offers of Hoosemans Trading, in whatever form made, are without engagement, unless there is an explicit period for acceptance coupled to it. Hoosemans Trading is only bound after a written order confirmation has been issued by him, unless he himself wishes to accept the binding. All possibly previously made arrangements or commitments, which deviate from the Agreement and which have not been made, made or accepted in writing by Hoosemans Trading, shall lapse.

2.2 Agreements and/or commitments made by or on behalf of Hoosemans Trading after the order confirmation are only binding if they have been confirmed in writing, unless Hoosemans Trading wishes to refer to these agreements orally.

2.3 Forwarding of offers/quotations and/or documentation does not oblige Hoosemans Trading to accept an order.

2.4 Information mentioned in catalogs, such as images, drawings, models, dimensions and weights are only indicative and do not bind Hoosemans Trading, unless otherwise indicated in the order confirmation.

2.5 All data/information provided with an offer remains the (intellectual) property of Hoosemans Trading and has to be returned at the first request. If a model, sample or example has been shown or provided by Hoosemans Trading, it is assumed that this has only been shown or provided by way of indication: the qualities of the Goods to be delivered can deviate from the example, unless it was expressly mentioned that delivery would take place in conformity with the example shown.

2.6 If no offer or order confirmation is sent, the invoice is also considered an order confirmation. The invoice is then deemed to reflect the agreement accurately and completely.

2.7 A compound quotation does not oblige Hoosemans Trading to perform a part of the order against a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

### Clause 3 - Agreements

3.1 If the Agreement is changed, including a supplement, then Hoosemans Trading is only bound after this has been confirmed in writing by the person who is competent within Hoosemans Trading, including the then to be determined time on which the implementation will take place. Not or not immediately carrying out the amended Agreement does not result in a failure of Hoosemans Trading, neither is it for the Customer a ground to terminate or to dissolve the Agreement. Without being in default, Hoosemans Trading can refuse a request to change the Agreement if this could have consequences from a qualitative and/or quantitative point of view for e.g. the activities to be performed and/or the Goods to be delivered in that framework.

3.2 Every Agreement is entered into by Hoosemans Trading under the resolutive condition that the Customer appears to be sufficiently creditworthy for the financial performance of the Agreement. The creditworthiness of the Customer is to be judged by Hoosemans Trading. Only Hoosemans Trading can appeal to the resolutive condition. In that case Hoosemans Trading shall immediately inform the Customer thereof in writing.

3.3 Hoosemans Trading has the right, at or after entering into the Agreement, before (further) performance, to demand security from the customer that both payment obligations and other obligations will be fulfilled, all in conformity with the provisions in article 9 of these conditions. Furthermore the client has the right to demand from the client a security deposit for the goods it rents (leases) and/or makes available, to be determined by it.

3.4 Hoosemans Trading has the right to, in order to realise a proper implementation of the Agreement, without consultation with the Client, engage third parties, of which the costs shall be charged to the Client in conformity with the issued price quotations.

3.5 Drawings, technical descriptions, illustrations, colors, sizes, weights, material indications, plans, actions, route descriptions etc., which are included in the Agreement or to which express reference is made, are provided by Hoosemans Trading in good faith and as accurate as possible. Minor deviations shall be accepted, unless in the Agreement a smaller margin for deviations has explicitly been agreed upon.

3.6 Deviations that are usual and/or reasonable in the branch of trade shall give the Customer no right to complain, replacement, compensation of damage or any other right.

#### Article 4 - Price

4.1 The prices mentioned in an offer/quotation are exclusive of VAT and other government levies, any costs to be incurred in connection with the agreement, including transport and shipping costs and insurance, unless explicitly agreed otherwise.

4.2 The prices and price quotations of Hoosemans Trading are always without engagement and do not bind Hoosemans Trading. Changes and errors are expressly reserved.

4.3 The price is based on the prices, exchange rates, wages, taxes, duties, charges, freight etc. existing at the time of the conclusion of the Agreement.

4.4 If after the conclusion of an Agreement and before the agreed time of delivery of the products any price-determining factors have undergone changes, Hoosemans Trading has the right to adjust the price accordingly in all fairness.

4.5 Price increases resulting from additions and/or changes to the Agreement made at the request of the Customer shall be for the account of the Customer.

#### Article 5 - Delivery and delivery time

5.1 Delivery of Goods takes place after payment of the invoice as meant in Clause 9.1 and takes place ex works of Hoosemans Trading, unless agreed otherwise in writing. In that case the Goods are for the risk of the Customer as soon as the Goods have left the warehouse of Hoosemans Trading. The risk of loss, damage or decrease in value goes from that

moment on to the customer. The customer is obliged to take the goods at the moment that they are offered to him. If the customer refuses to accept or is negligent in providing information or instructions necessary for the delivery, Hoosemans Trading has the right to store the Goods on behalf and at the risk of the customer.

5.2 After a period of 5 weeks after the expiration of the period within which the Goods had to be picked up by the Client, Hoosemans Trading has the right to (privately) sell those Goods, after a written summons and notification of the (private) sale, sent by registered mail to the Client. Any lesser proceeds of the sales and the costs of the private sales shall be for the account of the Customer, without prejudice to the other rights of Hoosemans Trading.

5.3 Parties may agree that Hoosemans Trading installs the Goods to be delivered. If parties agree that Hoosemans Trading installs the Goods to be delivered by it, installation shall exclusively include those activities that belong to its branch of trade and that are mentioned in the order confirmation. The Client shall at its own expense take care of all other deliveries and activities, such as those of service mechanics/electricians and the like, which are not explicitly mentioned in the order confirmation.

5.4 Indications of delivery times are made to the best of our knowledge and they will be observed as much as possible, but they are not binding. Exceeding these terms, for whatever reason, will never give the customer the right to compensation, dissolution of the agreement or non-fulfilment of any obligation which may arise for the customer from the agreement concerned.

5.5 Hoosemans Trading is allowed to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If the Goods are delivered in parts, Hoosemans Trading is entitled to invoice each part separately. If the Agreement is performed in phases, each part, in so far as the contrary does not arise from any provision in the present General Conditions, shall be considered as if there were a separate Agreement, in particular with regard to the provisions regarding payment and guarantee. Furthermore Hoosemans Trading can suspend the implementation of those parts that belong to a next phase, until the Customer has approved the results of the preceding phase in writing.

5.6 Hoosemans Trading has the right to adjust an agreed Delivery time if and in so far as the Customer fails to provide the object, other goods and/or data that Hoosemans Trading needs for the performance of its obligations under the Agreement concluded between the parties.

5.7 If the Client fails to fulfil its obligations set forth in this article, it shall nevertheless be held to pay the due amount as if the object had been delivered to it.

## Clause 6 - Force Majeure

6.1 Hoosemans Trading shall never be liable for damage suffered by the customer because he could not timely or not properly fulfil his obligations under the Agreement due to force majeure.

6.2 In these General Conditions force majeure is understood, besides what is understood in the law and jurisprudence, to mean every circumstance beyond the control of Hoosemans Trading - even if this could already be foreseen at the time at which the Agreement came about - which permanently or temporarily prevents performance of the Agreement, as well as, in so far as not already included among these, war, danger of war, civil war, riots, strikes, workmen's exclusions, transport difficulties, fire, epidemic outbreaks or other serious disruptions in the business of Hoosemans Trading or its suppliers.

6.3 If such a force majeure situation occurs at a (legal) person engaged by Hoosemans Trading and that person appeals to force majeure towards Hoosemans Trading, this shall also be considered to be a force majeure situation present at Hoosemans Trading itself that can be appealed to the Customer.

6.4 If in the opinion of Hoosemans Trading the force majeure will be of a temporary nature, Hoosemans Trading has the right to suspend the implementation of the Agreement until the circumstance that produces the force majeure no longer occurs.

6.5 If in the opinion of Hoosemans Trading the force majeure situation is of a permanent nature, then parties can make an arrangement regarding the dissolution of the Agreement and the consequences to be connected thereto. This arrangement shall be laid down in writing. Also each of the parties has in case of a force majeure situation of a permanent nature the

right to dissolve the Agreement wholly or partly. A claim for dissolution in the case of a force majeure situation of a permanent nature must be notified by registered letter.

6.6 Insofar Hoosemans Trading at the moment of the occurring of Force Majeure has already partially performed its obligations from the Agreement or will be able to perform them, and to the performed respectively to be performed part has independent value, Hoosemans Trading has the right to invoice the already performed respectively to be performed part separately. The Client shall be held to pay this invoice as if there were a separate Agreement.

6.7 If the implementation of an Agreement on the ground of force majeure is suspended or if a force majeure situation is of a permanent nature and Hoosemans Trading invokes its dissolution, Hoosemans Trading is not held to compensation of damages to the customer. The right to (partial) termination is excluded for the customer, as long as the agreement can still be performed after the force majeure situation has ended.

## Article 7 - Complaints

7.1 Complaints on immediately observable defects shall be submitted by the Customer as specified as possible by registered letter and within eight days after Delivery, or after the performance of the relevant services, at least within a reasonable period after he has discovered or reasonably should have discovered the defect, but at the latest within 14 days, to Hoosemans Trading, in excess of which every claim in that respect towards Hoosemans Trading shall lapse. Damages up to 2% of the value of the delivered Goods can not be claimed.

7.2 The submission of a claim shall never release the other party from its payment obligations.

## Article 8 - (Extended) Reservation of Ownership

8.1 To guarantee the correct and full performance of the obligations of the Customer, Hoosemans Trading reserves the ownership of all (by or on behalf of it) delivered and to be delivered Goods. The retention of title has been extended. Hoosemans Trading thus reserves ownership of all delivered and still to deliver goods (and therefore also goods which have been paid, if a part has not been paid), on the basis of all agreements between Hoosemans Trading and the customer.

As long as the Customer:

- (a) has not (yet) paid the total amounts due (from any agreement whatsoever) to Hoosemans Trading and/or ;
- b) fails or will fail to perform its obligations under this or any other agreement and/or;
- c) has not paid claims that arise from the non-fulfilment of obligations, such as damage, fines, interest and costs;

8.2 As long as goods delivered are subject to retention of title, the client may not alienate, encumber or transfer them outside the scope of his normal business activities. As long as title to delivered goods is retained (and title to the delivered goods has not passed to the client), the client/customer may not encumber, alienate or transfer them under any title whatsoever. The goods do not fall into his property. The customer is both under property law and under the law of obligations unauthorized to encumber or alienate the goods. The customer shall keep the delivered and still to be delivered goods for it as a good custodian and as known property of Hoosemans Trading.

8.3 After Hoosemans Trading has invoked its retention of title, it may retrieve the delivered Goods. The customer shall render its full cooperation in that respect. The customer grants Hoosemans Trading now for then already the irrevocable right to enter (have entered) those places where the delivered goods are, if Hoosemans Trading wishes to take back the delivered goods.

8.4 If third parties seize goods delivered under reservation of ownership or wish to establish or assert a right on those goods, then the customer is obliged to immediately inform Hoosemans Trading thereof.

8.5 If the customer, after the Goods have been delivered to him in accordance with the Agreement by Hoosemans Trading, has fulfilled his obligations, the retention of title with respect to those Goods shall revive if the customer fails to fulfil his obligations under a later concluded Agreement.

8.6 If Hoosemans Trading has claims on the Customer in respect of which a reservation of ownership has been made as well as claims on the Customer in respect of which no reservation of ownership has been made, then a payment of the Customer shall first serve to pay the claim in respect of which no reservation of ownership has been made.

8.7 The Client undertakes to insure and keep insured the Goods delivered under reservation of ownership against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection by Hoosemans Trading on first demand. In case of a possible payment of the insurance, Hoosemans Trading is entitled to this money. As much as necessary the customer commits himself in advance towards Hoosemans Trading to render his cooperation to everything that might (appear to) be necessary or desirable in that context.

8.8 If the Customer is in default with respect to obligations arising under the Agreement, he is held to return the Goods on which a reservation of title of Hoosemans Trading rests, on first demand, at his expense and in a good condition. For every day that the customer is in default, the customer shall pay to Hoosemans Trading a fine equal to 5% of the invoice value of the concerning good or goods. This fine leaves all other rights of Hoosemans Trading intact and in no case replaces the principal claim of Hoosemans Trading on the customer. After repossession, the customer will be credited for the market value, which in no case will be higher than the original invoice value, reduced by the fines, interest and costs that fell on the repossession.

8.9 If Hoosemans Trading cannot appeal to its retention of title because the delivered Goods have been mixed up, distorted or traced, the customer is obliged to pledge the newly created Goods to Hoosemans Trading at the first request of Hoosemans Trading.

8.10 Notwithstanding the aforementioned reservation of ownership of Hoosemans Trading, the Goods are immediately after delivery for the risk of the Customer.

#### Article 9 - Payment and security

9.1 Payment takes place without deductions or settlements prior to or at the moment of the delivery of the good or goods, for as far as not otherwise agreed upon. Invoices of Hoosemans Trading shall in all cases be paid at the latest within 14 days after date of the invoice. Parties may agree a payment schedule in installments. In case of untimely payment the customer is immediately in default, without a notice of default being required. Hoosemans Trading will send the invoice after the conclusion of the Agreement, but reserves the right to do so already before.

9.2 The Customer is not authorized to suspend payment, to set off or otherwise to withhold any amount. Invoices must always be paid in full.

9.3 The Customer shall in no case be entitled to make payments for or on behalf of Hoosemans Trading to its independent auxiliary persons.

9.4 A payment extends in the first place in reduction of all due costs and interest and finally in reduction of due and payable invoices that have been outstanding the longest, even if the customer states that the payment relates to later invoices.

9.5 Hoosemans Trading may transfer (assign) or pledge its right to payment wholly or partly.

9.6 If the customer fails or threatens to fail in the performance of the Agreement, in any sense whatsoever, for instance by not cooperating in a timely manner in the delivery of the Goods or by not making a due payment in a timely manner, Hoosemans Trading has the right to claim compensation of interest at the legal interest rate in accordance with article 6:119a of the Dutch Civil Code from the day on which the cooperation should have been given or the payment should have been made at the latest. Hoosemans Trading is also at all times entitled to suspend its obligations under the Agreement.

9.7 Hoosemans Trading has the right to demand adequate security from the Customer and for its account and risk. The Customer shall be obliged on first demand to provide (additional) security, such as for instance a bank guarantee, or a pledge on (all) assets. If the customer fails to provide the required security, Hoosemans Trading shall be entitled to invoke suspension.

9.8 The customer is obliged at the first request to have a non-possessory pledge established for the benefit of Hoosemans Trading on movable goods as well as on all present and future claims of the customer on third parties, for the security of

payment of all present and future claims on the customer, including those in respect of collection costs, interest and fines. The customer declares to be authorized to pledge. The client hereby grants an irrevocable power of attorney to Hoosemans Trading to establish a pledge on the movable goods and on all current and future claims of the client on behalf of the client, for the benefit of Hoosemans Trading.

9.9 All costs actually made by Hoosemans Trading to reach satisfaction of due invoices, both judicial and extrajudicial costs, are for the account of the customer, unless Hoosemans Trading chooses to fix these costs at 15% of the amount due.

## Clause 10 - Liability

10.1 Hoosemans Trading cannot exclude that he will ever be held liable. Hoosemans Trading should from a point of view of continuity of its business operations, limit its liability. Hoosemans Trading can be insured against certain liability, but that does not always have to be the case. Hence several limitations apply in the liability of Hoosemans Trading. Hoosemans Trading purchases goods, repairs them and then delivers them to the customer. The goods are (in many cases) second hand. Therefore Hoosemans Trading can't offer any guarantee on these products. Sometimes it happens that no repair has to take place. In that case Hoosemans Trading has no influence on the quality of those goods which are delivered by third parties to Hoosemans Trading for the benefit of the customer. Therefore Hoosemans Trading can also not accept any responsibility or liability in that respect. The same applies to the instructions that are supplied by the manufacturer. The customer can only make use of the possible factory guarantee of such goods. Hoosemans Trading does not guarantee any yield, efficiency, energy prices, power or payback time, specifications, characteristics, properties et cetera. Information thereon is only an estimate. All liability in that respect is excluded.

10.2 The liability of Hoosemans Trading - on whichever basis - applies only to all direct costs and damage, in any way connected with or caused by a mistake or shortcoming in the implementation of the Agreement and only on the condition that Hoosemans Trading has first been put in default in writing and stating reasons. The liability is at all times limited to the amount for which Hoosemans Trading has insured itself against such damaging events and for which cover is actually provided, or if Hoosemans Trading has not insured itself against such damaging events or if for any reason whatsoever no cover is provided by the insurer, the liability of Hoosemans Trading is always and in all cases limited to a maximum of 25% of the net invoice amount with respect to the delivered and/or the order, at least that part to which the liability is related.

10.3 Hoosemans Trading is never liable for all indirect costs and indirect damage, including - but not limited to - consequential damage, lost profits, lost savings and damage through business stagnation, in any way related to or caused by a mistake or shortcoming in the Delivery or the implementation of the activities. Hoosemans Trading shall also not be liable if the damage is caused by the fact that the Client has not followed the instructions of Hoosemans Trading (whether or not belonging to the delivered), regardless of the nature of the damage.

10.4 Direct material damage in no case includes: consequential damage, trading loss, production loss, loss of turnover or profit or decrease in value or loss of products, nor amounts that would be included in the implementation costs if the activities would have been performed properly from the start. The customer must take out insurance to cover these damages. If and in so far as the Client has insured any risk related to the Agreement, he shall be held to claim any damage under that insurance. Hoosemans Trading is not liable if the customer could reasonably have insured himself. The customer indemnifies Hoosemans Trading for possible recourse claims of the insurer, on any ground whatsoever. Any recourse or subrogation by the insurer of the Customer is excluded.

10.5 For compensation of other damage than mentioned in this Clause, Hoosemans Trading is only liable if and in so far as the customer proves that this is due to intent or gross negligence of Hoosemans Trading.

10.6 Every liability of Hoosemans Trading expires, insofar as not otherwise agreed upon, by the expiry of six months from the moment on which the Agreement has ended through delivery, dissolution or termination.

10.7 The Customer is held to check and inspect the Goods delivered by Hoosemans Trading immediately after receipt. Possible complaints have to be immediately and at the latest within 14 days brought to the attention of Hoosemans Trading in writing and motivated. The legal claim on account of a defect for which Hoosemans Trading is liable by virtue of Clause 10.2 shall not be admissible if it is brought, in so far as nothing else has been agreed, later than six months from the day on which the Agreement has ended through delivery, dissolution or cancellation.

10.8 The customer indemnifies Hoosemans Trading against all claims of third parties due to (product) liability as a result of a defect in a product or installation delivered by the customer to a third party and that partly consisted of goods developed and/or delivered by Hoosemans Trading, except if and insofar as the customer proves that the damage is caused by those goods and without prejudice to the provisions set forth in Clause 10.5.

10.9 The customer indemnifies Hoosemans Trading against all claims of third parties for compensation of damage or otherwise, which are directly or indirectly, directly or indirectly related to the implementation of the Agreement between Hoosemans Trading and the customer, insofar as this damage is for the account of the customer under these General Conditions.

#### Clause 11 - Dissolution

11.1 If one of the parties involved in the Agreement(s) dies, is placed under guardianship, requests a suspension of payments, goes into administration or is declared bankrupt or if all or part of its property is seized, the other party has the right to declare the concluded Agreement(s) dissolved by a mere written notification, or to suspend the performance of the obligations on its side, all this at its discretion. All payment obligations shall become immediately due and payable in the aforementioned situation.

11.2 The rights and claims due to non-fulfilment of obligations shall remain reserved to the party concerned.

#### Article 12 - Intellectual property

12.1 The intellectual and industrial property rights on all goods, data and (technical) information delivered to the Customer and its affiliated companies remain with Hoosemans Trading. Hoosemans Trading has the exclusive right to publication, realization and duplication of these goods, data and information and the customer has only a (non-exclusive) right of use thereof.

12.2 The documents issued by Hoosemans Trading to the Customer, such as designs, drawings, technical descriptions or specifications become the property of the Customer and may be used by him with due observance of the rights that arise from the legislation in the field of intellectual and industrial property, after the Customer has performed his financial obligations towards Hoosemans Trading.

12.3 The customer is not permitted to repeat the installation realised according to the design of Hoosemans Trading entirely or in parts thereof, without the explicit written permission of Hoosemans Trading and without prejudice to the provisions set forth in the Clauses 12.5 and 12.6. Hoosemans Trading is authorised to attach conditions to that permission, among which the payment of a fee. On Goods produced according to the design of Hoosemans Trading the provisions of the present paragraph apply accordingly.

12.4 The customer is only authorized to have the installation, according to the design of Hoosemans Trading, performed by a third party without his intervention and approval if the Agreement has been dissolved due to a shortcoming that can be attributed to Hoosemans Trading. In that case Hoosemans Trading is not liable for defects in so far as those are attributable to the construction by or on behalf of the Customer.

12.5 The right of the customer to use the software developed and delivered by Hoosemans Trading is not exclusive. The Customer may only use this software in its own company or organization and only for the technical installation for which the right of use has been granted. The right of use may relate to multiple installations insofar as that has been laid down in the Agreement. Without express written permission of Hoosemans Trading, the Customer shall not be able to enforce any right on any trademark, trade name, patent, design or copyright or any other intellectual or industrial property right belonging to Hoosemans Trading.

12.6 The right of use is not transferable. The Customer is prohibited to make the software and the carriers on which it is recorded available to a third party in any way whatsoever or to let it be used by a third party. The customer is prohibited from reproducing the software or making copies thereof. The customer will not change the software other than in the

context of repairing errors. The source code of the software and the technical information generated during its development shall not be made available to the customer, unless otherwise agreed.

12.7 Hoosemans Trading has the right to apply for a patent on inventions that have arisen during and through the implementation of the Agreement in its name and for its account.

12.8 If Hoosemans Trading obtains a patent as referred to in Clause 12.7, it shall grant, free of charge, to the Client a basically non-transferable right of use on that invention. For concrete application of that right of use the Customer shall request permission from Hoosemans Trading, which permission can only be refused if Hoosemans Trading can demonstrate conflicting interests with its business.

#### Article 13 - Disputes

13.1 All disputes, including those that are only considered as such by one party, arising from or related to the commitments to which these conditions apply or the conditions concerned themselves and their interpretation or implementation, both of factual and legal nature, shall all and exclusively be decided by the competent Dutch court of the place of business of Hoosemans Trading, namely the district court of Oost-Brabant, unless the law imperatively stipulates otherwise. Nevertheless Hoosemans Trading has the right to submit the dispute to the court that has jurisdiction according to the law.

#### Clause 14: Penalties

14.1 The other party declares not to resell the Goods bought from Hoosemans Trading to parties that are included in the EU sanctions lists and/or the OFAC Specially Designated Nationals And Blocked Persons List (SDN).

#### Clause 15: Dissolution

15. 1 If the other party fails to meet any (payment) obligation arising from any agreement concluded with us, or fails to do so in time or properly, despite a summons stating a reasonable period of time, as well as in the event of a suspension of payment, application for a moratorium, bankruptcy, placement under guardianship or liquidation of the other party's business, we shall be entitled without notice of default and without judicial intervention to dissolve the agreement or a part thereof, whereby the entire down payment on account of cancellation fee shall be retained and not refunded, without prejudice to our right to claim additional compensation if the costs incurred (including delivery, storage, insurance and storage costs) are higher than the down payment amount.

#### Article 16: Sale with trade-in

16.1 If in the event of sale of a machine and/or vehicle in exchange for a machine and/or vehicle, the other party continues to use the machine and/or vehicle to be exchanged in anticipation of delivery, the other party is obliged to look after the machine and/or vehicle with due care.

16.2 The machine and/or vehicle to be traded in shall first become our property at the time when we actually obtain the disposal of this machine and/or vehicle.

16.3 The machine and/or vehicle to be traded in must be free of financing and obligations towards third parties.

16.4 Unless otherwise agreed upon in writing, Goods sold/exchanged by the Other Party to Hoosemans Trading shall be complete, in good condition and free from hidden defects.



16.5 Unless agreed otherwise in writing, all documents that belong to the machine and/or the vehicle shall be handed over to Us at the moment that the machine and/or the vehicle becomes the property of Hoosemans Trading.

16.6 During the use referred to in paragraph 1 of the present article, the risk for the machine and/or the vehicle shall rest with the Other Party and all costs, in particular those of maintenance and any damage caused by any cause whatsoever, also as a result of loss, including the failure (or inability) to hand in the valid complete registration certificate and any other official documents, shall be for the account of the Other Party.

16.7 If in our opinion the machine and/or vehicle to be traded in is no longer in the same condition as at the time when the contract was concluded, we are entitled to refuse the trade-in and to demand payment of the agreed purchase price of the machine and/or vehicle, or to reevaluate the machine and/or vehicle to be traded in and take the value at that time into consideration.

16.8 If in our opinion the machine and/or vehicle to be traded in contains defects which could only have been discovered after the actual provision of the machine and/or vehicle, but which according to objective standards were already present at the time of the conclusion of the contract, the other party shall be obliged to compensate us for the damage arising as a result. Damage shall be understood to mean a reduction in the assessed value.

#### Article 17: Machine and Vehicle History

17.1 When recommending Items, we shall generally base ourselves on any information provided by third parties which is present with the Items and on the external condition of the Items. In principle we do not check this information provided to us by third parties for correctness nor do we carry out any (technical) investigation. For example, we do not contact dealers to inquire about the maintenance history of a machine and we do not disassemble parts to investigate the condition of a machine. The other party cannot derive any rights from errors or obvious mistakes in the information provided by us on this basis (on our website).

17.2 The other party shall have the right to attempt on its own initiative to ascertain the above-mentioned details of machine(s) and vehicle(s). If desired, we shall lend our cooperation in that respect. The costs of this investigation shall be at the expense of the other party.

#### Article 17 - Applicable law

17.1 All Agreements of Hoosemans Trading are always exclusively governed by Dutch law with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).