

SALES CONDITIONS

1. Definitions

The following definitions are understood in these General Terms and Conditions under:

- a) CUSTOMER: the party issuing instructions for the job;
- b) PROVIDER: CARROSSERIE MOEYERSONS NV
- c) ASSIGNMENT: assignments and/or agreements or agreements for assignments in which the PROVIDER undertakes vis-à-vis the CUSTOMER to carry out work and fabrication of all bodywork for vehicles, carry out repairs or sell bodywork or vehicles, sell spare parts or carry out or provide any other undertaking of work or provision of services.

2. Applicability

- 2.1. Unless agreed in writing otherwise, any agreement between the PROVIDER and the CUSTOMER is governed by the general terms and conditions below.
- 2.2. Placing an order implies that the PRINCIPAL has in advance consulted the General Terms and Conditions and has therefore automatically, irrevocably and unconditionally agreed with them.
- 2.3. No exemption of these General Terms and Conditions is allowed, unless explicit and written approval from the SUPPLIER. Any condition mentioned in the General Terms and Conditions or other documents of the PRINCIPAL which are in contradiction with the present General Terms and Conditions cannot be objected against the SUPPLIER.
- 2.4. These General Terms and Conditions are an essential part of the acceptance to make a commitment with the SUPPLIER. The fact that the SUPPLIER does not appeal at any time to one of the conditions of these General Terms and Conditions, cannot be interpreted as a refusal to refer to one of these conditions at a later date.
- 2.5. The applicability of the general conditions of the CUSTOMER is not accepted by the SUPPLIER, unless explicitly agreed otherwise.

3. Time the agreement comes into effect

- 3.1. The agreement between the PROVIDER and the CUSTOMER comes into effect at the time the assignment is accepted in writing by the PROVIDER.
- 3.2. If the assignment is ordered in writing, the PROVIDER will provide written confirmation of the assignment to the CUSTOMER. Acceptance will then be deemed to have taken place when the PROVIDER receives confirmation of the assignment signed by the CUSTOMER.
Confirmation of the assignment is based on the information provided by the CUSTOMER at the time to the PROVIDER. The confirmation of the assignment is deemed to reflect the agreement accurately and in full.
- 3.3. If the assignment is ordered verbally, acceptance will be confirmed by the PROVIDER. The assignment is deemed to come into effect under the applicability of these general terms and conditions at the time the PROVIDER begins to work on the assignment ordered by the CUSTOMER.
- 3.4. The agreement replaces and supersedes all previous proposals, correspondence, arrangements or communication, whether made verbally or in writing.

4. Cooperation from the CUSTOMER

- 4.1. The CUSTOMER is required to make all details, records, papers, material, documents, that the PROVIDER deems to be necessary for the proper and timely fulfilment of the assignment available in good time and in the form and manner required by the PROVIDER.
- 4.2. The CUSTOMER is required to inform the PROVIDER without delay of any facts and circumstances that may be of importance for the proper fulfilment of the assignment.
- 4.3. The CUSTOMER is responsible for the accuracy, completeness and reliability of the details, material and records made available to the PROVIDER, including when such information comes from third parties. The CUSTOMER also states that it will make such information available to the PROVIDER to be used in the context of the assignment so that the PROVIDER is able to have these items available to it in full.
- 4.4. Any costs and additional fees that arise from a delay in fulfilling the assignment caused by not making the required details and records available, not making them available in good time or not making them available properly, will be borne by the CUSTOMER.

5. Payment. Price variations. Right of retention. Retention of title. Joint and several liability

- 5.1. Invoices are payable on receipt at the PROVIDER's registered office, unless expressly agreed otherwise.
If an invoice is not paid within 30 days of the invoice date or by the due date indicated, all amounts outstanding automatically and without service of default incur interest at a rate of 12% per annum. The amounts on the invoice are also increased automatically and without service of default by 15%, with a minimum of 250.00 €.
- 5.2. The PROVIDER reserves the right to request payment on receipt or (total or partial) payment in advance, as well as to suspend or defer the fulfilment of any other order for as long as the CUSTOMER has not complied with this request and the CUSTOMER will continue to owe any outstanding invoice amounts that are due for payment. The PROVIDER will not be required to give any further reason for this.
- 5.3. The PROVIDER is entitled to pass on any changes to the cost of materials, wages, etc. that may occur after the order has been accepted, but before delivery.
- 5.4. The PROVIDER is entitled to delay returning the vehicle it holds until such time as any debt relating to the vehicle or relating to any other vehicle belonging to the CUSTOMER has been settled.
- 5.5. Notwithstanding article 1583 of the Belgian Civil Code (and without prejudice to article 7.4.) all bodywork and structures supplied remain the property of the PROVIDER until payment for them has been made in full.
The CUSTOMER agrees that in the event of non-payment, bankruptcy or evident insolvency on the part of the CUSTOMER, the PROVIDER is entitled, on the grounds of this clause, to demand back goods delivered, wherever they happen to be located.
- 5.6. By placing an order on behalf of a third party, the party placing the order is deemed to be jointly and severally liable for payment of the invoice and all attachments.

6. Complaints and objections

- 6.1. In order to be valid, complaints relating to defects visible at the time of delivery, must be notified immediately and in writing to the PROVIDER.

- 6.2. In order to be valid, complaints and objections relating to the work carried out and/or the amount of the invoice must be brought to the attention of the PROVIDER in writing immediately, and at the latest 14 days after the invoice date.
- 6.3. In order to be valid, complaints relating to hidden defects must be brought to the attention of the PROVIDER in writing within 14 days of their being discovered, on condition that the CUSTOMER is able to demonstrate that it had not reasonably been able to discover them earlier.

7. Delivery

- 7.1. If the CUSTOMER is due to make an advance payment or needs to make the necessary information, details or material available for the assignment to be carried out, the lead time in which the works are to be completed cannot commence until the payment has been received in full by the PROVIDER and/or the information, details or material have been made available in full.
- 7.2. The delivery lead times provided are indicated as a rough calculation and are established by way of indication. As a result, they may in no way be considered as the latest possible lead time. Consequently, any late delivery may never result in the agreement being cancelled at the expense of the PROVIDER, nor may it lead to any claim for compensation on account of late delivery or on account of any other damage that the CUSTOMER may have suffered.
- 7.3. Delivery will be Ex Works at the registered office of the PROVIDER.
The cost of delivery is at the expense of the CUSTOMER, and are never included in the sales price.
- 7.4. On delivery of the goods, the risk of damage or destruction is transferred to the CUSTOMER.
- 7.5. If the vehicle is not collected within the agreed period or in the event of the vehicle not being collected after being notified to do so by the PROVIDER, the CUSTOMER will be charged garaging fees of 50.00 EUR for every day or part thereof, either from the day on which the agreed collection period expired, or from the day after the period stated by the PROVIDER in its notification expires.

8. Liability

- 8.1. The PROVIDER will make every effort to carry out the order or assignment with the required care and expertise. There is an obligation to perform to the best of its ability incumbent upon the PROVIDER.
- 8.2. The PROVIDER is only liable in the event of serious or deliberate fault.
- 8.3. Insofar as the PROVIDER is dependent in its business on the cooperation, services and supplies of third parties, it may not in any way be held liable for any damage arising from the fault of these third parties, including any serious or deliberate fault.
- 8.4. The PROVIDER is not bound to compensate any immaterial, indirect or consequential damage such as, but not limited to, damage caused by the goods supplied and/or the installation thereof, loss of data, loss of profit, staff overheads, loss of an opportunity, complaints from third parties and legal expenses.
- 8.5. The PROVIDER is not liable for damage caused to third parties and is not bound to protect the CUSTOMER from any claims by third parties.
- 8.6. By contrast, the CUSTOMER will protect the PROVIDER against claims from third parties.
- 8.7. As custodian, the PROVIDER is only liable in the event of fraud or deliberate misdemeanour.

9. Warrante conditions

24 months on material and construction, parts which are subject to wear excluded. (according to our warrante conditions ref. 30-03-2015 warrante conditions)

10. Waiver of rights

The non-enforcement of any right or power of the PROVIDER will not affect or limit the rights and powers of the PROVIDER under this agreement. Waiving the right of any provision or condition in the agreement will only apply if it is done in writing.

11. Ban on recruitment and personal provision of services

11.1. While the assignment is being carried out and for one year after it ends, the CUSTOMER may not directly or indirectly employ any person, such as a partner, business manager, appointee or anyone in any way working under the instructions of the PROVIDER. Despite this ban on recruitment and provision of services, should the CUSTOMER directly or indirectly employ any person, such as a partner, business manager, appointee or anyone in any way working under the instructions of the PROVIDER, the CUSTOMER will be required to compensate the PROVIDER for any recruitment and selection costs incurred to replace the person in question. The CUSTOMER is also required to pay the PROVIDER a fixed amount of compensation set at fifty thousand EUR.

The CUSTOMER expressly undertakes to refuse any service from a partner, business manager, appointee or anyone in any way working under the instructions of the PROVIDER. Failure to comply with this undertaking will mean that the CUSTOMER is required to pay the PROVIDER a fixed amount of compensation set at fifty thousand EUR.

12. Translation

The Dutch wording of these general terms and conditions take precedence over any translation thereof.

13. Applicable law and choice of jurisdiction

13.1. Belgian law alone applies to any agreement between the PROVIDER and its CUSTOMER. Parties explicitly agree that the conditions as mentioned in the United Nations Convention on Contracts for the International Sale of Goods are not applicable.

13.2. In the event of disputes and differences, the courts in BRUSSELS have sole jurisdiction.