

TERMS AND CONDITIONS OF SALE Snoeks Automotive B.V.

1. Definitions

In these terms and conditions the following definitions are taken to mean:

- 1.1 Commissionee: Snoeks Automotive B.V.
- 1.2 Object: the matter to which a tender or agreement applies.

The following definitions are also employed in the terms and conditions:

- 1.3 Panelling: the re-panelling or repair of the panelling of an object.
- 1.4 New construction: the construction, superstructure, conversion and/or adaptation of objects, vehicles or parts of vehicles such as bodyworks and/or chassis and all preparation, execution and finishing activities connected therewith in the broadest sense of the word.
- 1.5 Sale: the sale of semi-finished products for the construction, superstructure, conversion and/or adaptation of vehicles or parts of vehicles such as bodyworks or chassis.
- 1.6 Other party: the natural person or legal entity or the legal successor, for the benefit of whom services are performed and/or a work is effected by or in the name of the commissionee.
- 1.7 Activities: new construction, panelling and sale.

2. Applicability

- 2.1 The present general terms and conditions apply to all legal acts of the commissionee, as also the agreement or agreements made between the commissionee and the other party and the legal relationships prior to such, irrespective of the domicile or place or places of business of the parties concerned and also regardless of the place where the agreement is realised or is to be executed. The general terms and conditions have been handed to the other party prior to or on the signing of the agreement.
- 2.2 Without prejudice to that determined in the previous section the other party may also peruse the present terms and conditions at the District Court of Haarlem or request the commissionee to ensure dispatch of a copy thereof without delay and at no cost.
- 2.3 The present general terms and conditions are to take precedence at all times above those which may be employed by the other party. To the extent that such is necessary the commissionee hereby expressly rejects the applicability of the general terms and conditions of the other party.

- 2.4 Should any stipulation of the present terms and conditions be annulled or prove to be invalid or otherwise not enforceable any legally valid part thereof will be maintained. The annulled, invalid or non-enforceable part is to be replaced by a stipulation which reflects the intentions of the original stipulation to the greatest extent permitted by law.

3. Tenders

- 3.1 A tender from the commissionee is an invitation to make an offer.
- 3.2 Should a tender be deemed however to be an offer or be able to be regarded as such this is regarded as being made without obligation even if the tender contains a period for acceptance or that it otherwise arising from the tender that such is irrevocable.
- 3.3 Should the offer contained in the tender not be without obligation this is valid for two weeks after the date of issue unless the commissionee expressly determined otherwise in the tender.
- 3.4 Although the commissionee undertakes the necessary meticulousness in the formulation of the tenders, including price lists, brochures and other matters which may indicate any (future) legal relationship between the commissionee and the other party, the activities finally to be undertaken or the costs of such may deviate from the same, printer's errors and misprints being excepted. The commissionee cannot vouch for the correctness and completeness of the details included herein, unless expressly agreed otherwise in writing.

4. Amendments

- 4.1 The parties may only agree in writing regarding deviation from the stipulations or amendments of the agreement made. Such will not form part of the present general terms and conditions.
- 4.2 Should it appear during the execution of the work that such is not feasible or not entirely feasible due to the state of the object, the parts thereof, the matters supplied by the other party or otherwise, the commissionee is to inform the other party of the same. The parties are to determine in mutual consultation whether the agreement is to be amended. The agreement is to be amended if required in all reasonableness and fairness.

5. Approximate estimates; additional or less work

- 5.1 Should an agreement regarding particular activities include one or more approximate estimates or deductible/refundable quantities, the activities actually carried out and the quantities delivered are to be adjusted accordingly.
- 5.2 As soon as the commissionee becomes aware that the approximate estimate concerned will exceed the amount included in the agreement by in excess of 10% the commissionee is bound to inform the other party of the same. The parties are then to determine in mutual agreement whether the agreement is

to be amended. The amendments thus made to the agreement are only binding on being confirmed in writing by the commissionee and such confirmation has been signed by both parties.

- 5.3 Both the commissionee and the other party are entitled to rescind the agreement in the case of a situation as described in article 5.2. The activities carried out by the commissionee until the time of rescission remain due from the other party however in such a case.

6 Prices

- 6.1 Prices are always excluding VAT and other levies and are ex factory unless agreed otherwise.
- 6.2 Should the prices of resources, raw materials or parts, wages, currency rates or any price determining factor whatever, be amended after the realisation of the agreement and before the agreed time of completion or delivery and/or termination of the activities the commissionee may adjust the price proportionately. Should the amendment in price be unacceptable according to the standards of reasonableness and fairness the other party is entitled to rescind the contract.
- 6.3 Increases in prices arising from supplementary work and/or alterations to the agreement arising from the request of the other party are for the account of the other party.
- 6.4 At the request of the other party the commissionee is to issue a specified invoice with regard to the activities executed. Should a price have been agreed in advance a written specification of the activities carried out is to be issued at the request of the other party.
- 6.5 The other party is to make objections to any bill or invoice known within 10 days of the receipt thereof.

7. Payment

- 7.1 Payment is to be made without delay for the competition on delivery of the object unless the parties have agreed otherwise (for example advance payment).
- 7.2 Should payment be agreed for payment after the completion or delivery, the other party is obliged to make payment of the sum due or the remainder of such within thirty days of the date of the invoice.
- 7.3 The claim of the commissionee is however immediately due and payable in its entirety, taking into account that the other party is immediately in omission in the following cases:
- a) should the other party request suspension of payment or suspension of payment has been granted, bankruptcy has been requested or a state of

- bankruptcy has been declared or assignment of the estate has been commenced;
- b) seizure has been made of the whole or a part of the property of the other party;
 - c) the other party ceases his business, or at least a substantial part thereof, alienates it or proceeds with in another manner.
- 7.4 Debts of the other party, irrespective of for whatever reason, are to be paid to the commissionee in cash or by giro or bank transfer.
- 7.5 The other party is considered to be the first mover In the reciprocal agreement with the commissionee. The accomplishment of the commissionee in this connection consists of the completion or delivery of the object.
- 7.6 Should the other party not settle any amount due on time, it is due to pay the sum of 1% per month over the sum owing from the time that the period elapses in accordance with this article (in which part of a month is taken to be a full month) until the day on which payment is made in full.
- 7.7 All costs to be made reasonably by the commissionee in the acquisition of payment out of court by the other party of all that it owes to the commissionee is for the account of the other party.
- 7.8 Should the commissionee be obliged to institute legal proceedings against the other party in order to enforce the terms of the contract, the other party is bound to pay all the costs made in connection with the legal proceedings, such as the costs of legal representation and defence counsels, should the commissionee be successful in his action in whole or in part.
- 7.9 All payments are to made to the account of the commissionee without settlement.

8. Period of delivery

- 8.1 The delivery time of the object as stated by the commissionee is not a firm date in the meaning of article 6:83 sub a. of the Civil Code of The Netherlands but is to be seen as free of obligation.
- 8.2 Amendments of the agreement, as referred to in article 4.1 may result in exceeding any previously quoted delivery periods. In the case of amendment the time of delivery is considered to be extended by a deadline that is not absolute in accordance with the amendments agreed.
- 8.3 Following the execution of the activities agreed and notification of the same to the other party by the commissionee, the other party is to collect the object concerned within one week of the dispatch of the notification.
- 8.4 Should the other party not meet the obligations referred to in section 8.3 of this article, it is nevertheless obliged to pay the amount due as though the object

had been delivered to it. In such a case the commissionee is entitled furthermore to charge the other party reasonable costs of garaging or storage.

9. Guarantee

- 9.1 The commissionee guarantees that the activities carried out by itself or contracted out to third parties are executed according to good workmanship. The present guarantee is valid for one year on completion or delivery of the object and the entire settlement of the amount due, unless otherwise agreed in writing.
- 9.2 The commissionee may deliver a document for use by the other party in which guarantee conditions are given regarding the activities undertaken.
- 9.3 With regard to the matters employed in the work which have not been manufactured by the commissionee the guarantee and guarantee period of the supplier or manufacturer are valid, to the extent that such apply.
- 9.4 The guarantee referred to in section 1 of this article does not apply in the following cases:
- a. deficiencies which do not arise from the negligent use by or on behalf of the commissionee and/or exposure of the object to extreme circumstances or which are not the consequence of construction errors made during the work by or on behalf of the commissionee with regard to the object;
 - b. deficiencies which have arisen due to the use of matters made available to the commissionee by the other party unless the assignment concerns the elimination of such deficiencies;
 - c. differences in colour in the layer of varnish which cannot be perceived in daylight by the naked eye;
 - d. damage to the layer of varnish of the object which is due to:
 - a cause arising from elsewhere;
 - to sections not installed by the commissionee or not processed by the commissionee.
 - e. deficiencies to objects which after delivery by the commissionee underwent a new process which was not in the business of the commissionee, whereas such additional treatment was necessary according to good professional use and the necessity of such had been made known in writing by the commissionee to the other party not later than on the completion or delivery of the object. Such exemption only applies where there is a connection between the deficiency and the omission;
 - f. matters or activities regarding which the commissionee on entering into the agreement had expressly made known that it could not agree to the choice of materials, parts and/or methods of working prescribed to him by the other party;

- g. the matters to be processed are in a state that renders it impossible to rectify the deficiencies present sufficiently, including corrosion, or to eliminate them within the scope of that which has been agreed, or should the matters concerned not have undergone preliminary treatment in the business of the commissionee.

9.5 The claim to the guarantee as referred to in this article lapses in the following cases:

- a. the other party has not presented the object for assessment/inspection within the period determined by the commissionee, no charges being attached to the other party for such assessment/inspection;
- b. in the case of visible deficiencies that the other party has not made its claims immediately in writing on the delivery of the object with a clear description of the complaints on the delivery note;
- c. the other party has not given the commissionee the opportunity to remedy the deficiency;
- d. all activities connected with the work executed by the commissionee which have been carried out by other than the commissionee to the object concerned without the permission of commissionee, unless the necessity of the immediate accomplishment of such work can be demonstrated by the other party.

9.6 Should replacement of faulty matters or the repair of activities for which a guarantee has been given by the commissionee not be (reasonably) possible, the deliveries are taken back on restitution of the payments already received in this matter without any compensation for damage being paid.

9.7 The other party will not return any matters to the commissionee without the permission of the commissionee. Goods returned are to be sent carriage paid.

10. Liability

10.1 The liability of the commissionee regarding any damage to the object or other matters of the other party is limited to the amount that the liability insurer pays out in such cases. The commissionee is to have adequate business liability insurance for the period of the agreement.

10.2 The commissionee is not liable for theft or loss of matters of the other party and/or third parties which are present in the object and which the commissionee has in his possession for whatever reason. Matters of the other party are also taken to include the load, inventory, written documents and negotiable instruments.

10.3 The commissionee is not liable for consequential damage, including but not limited to damage arising from it, loss of income or any damage arising from or connected with the not being able to meet the periods as referred to in article 7 and the cessation of the negotiations prior to such.

10.4 The limits to liability stated in the present article 10 of the commissionee do not apply to the extent that the event causing the damage was in contravention of mandatory rules of law, was caused deliberately, or was due to the conscious carelessness of the commissionee or its higher executive staff.

11. Force majeure

11.1 The commissionee will not be blamed for any inadequacy should it be in a situation beyond its control.

11.2 Force majeure is taken to be: any shortcoming of the commissionee that cannot be imputed to it since it is not attributable to its fault, neither by virtue of the law, legal acts or erroneous opinions held in society including cases where the commissionee due to the (accountable) shortcoming or negligence of third parties is not in a position to accomplish its services. Force majeure is also taken to mean:

- a. business disturbances or breaks in the business of any nature, and regardless of how they had arisen;
- b. delayed delivery or overdue delivery by one or more suppliers of the commissionee;
- c. transport problems or difficulties of whatever nature, whereby the transport to the commissionee or from the commissionee to the other party is hindered or obstructed;
- d. war or danger of war, riots, sabotage, floods, fire, lock-outs, occupation of the business, strikes and amended regulations of the authorities.

11.3 In cases of force majeure the commissionee is entitled at his choice for 3 weeks from the commencement of the circumstances which result in force majeure either to amend the period of delivery or to rescind the agreement extra judicially, without being bound to the payment of compensation.

11.4 The commissionee is entitled on rescission of the agreement to payment of the costs it has already made and/or work executed.

12. Replacement of parts

12.1 The parts and/or materials replaced and/or remaining behind become the property of the commissionee, unless the parties agree otherwise in writing. In that case the other party is to receive such parts and/or materials immediately on the completion or delivery of the object.

13. Drawings and other documents

13.1 The drawings and all other documents, with the exception of the expert's assessment and the written papers supplied by the other party, that are part of the agreement or tender remain the property of the commissionee and may not be copied or reproduced in whole or in part or submitted to third parties for perusal without its permission. They are to be returned to the commissionee on the first demand.

14. Transport

- 14.1 The transport of the matter to which the commission applies is to take place at the request of the other party to the address quoted in Europe, unless agreed otherwise. Should the transport by the commissionee be contracted out to third parties the commissionee is not then liable for the actions or omissions of the carrier. Transport insurance is taken out at the request and for the account of the other party. Any transport damage is to be claimed from the carrier without delay. A copy of the complaint is to be sent to the commissionee at the same time. Should transport be arranged by the commissionee, the commissionee remains liable for the actions and omissions of the carrier.
- 14.2 Should the matters be transported by the commissionee's own transport the risk of these matters shifts on the signing of the receipt by the other party or a third party that it involved.
- 14.3 Should the other party refuse collection (in time) or fail to do so the commissionee may store the matters for the account of and at the risk of the other party, without prejudice to its rights to rescind the contract and request compensation.

15. Rescission

- 15.1 Rescission of the agreement takes place on the written declaration of the persons authorised to do so. Prior to addressing a written declaration of rescission to a party it will at all times give notice of default in writing and give it a reasonable time still to fulfil its obligations or to redress its shortcomings in which case such shortcomings are to be precisely formulated in writing.
- 15.2 Should the other party not satisfy any payment obligation arising from any agreement entered into with the commissionee and as enunciated in article 5 of the present terms and conditions of sale, not do so on time, not do so completely or not do so correctly, the commissionee is entitled to rescind the agreement in whole or in part without delay, without notice of default and without legal intervention.
- 15.3 On rescission of the agreement as referred to in sections 2 and 3 of this article, the commissionee is entitled to claim payment of the entire agreed price should all the work have been completed by it or a proportionate part of the agreed price should the work have been carried out in part without prejudice to the right to compensation for the damage it has suffered resulting from the rescission of the agreement.

16. Retention of title and right of retention

- 16.1 All objects supplied or delivered which are covered by a particular agreement and those objects still to be supplied or delivered remain exclusively the property of the commissionee until all claims covered by such particular agreement which the commissionee has or may acquire on the other party have been paid in full.

- 16.2 The commissionee is entitled to retain the matters concerned of the other party until the other party has paid the amounts owing arising from a particular agreement and recoup its claim with precedence, unless the other party supplies sufficient guarantee for the payment of such sums.
- 16.3 Should the period have elapsed for the payment of the amount due for work as referred to in article 7 the commissionee is also entitled to remove the matters which are its property that are assembled on the object or any parts thereof to the extent that no damage is caused to the object. The commissionee may charge to the other party the costs involved in such.
- 16.4 In the case of the treatment or processing by the commissionee of the objects referred to in section 1 of this article with (additional) matters made available by or on behalf of the commissionee, the objects treated or processed (the essentials within the meaning of article 3:4 of the Civil Code of The Netherlands) are considered to have been made available to the commissionee by the other party as possessory pledge.
- 16.5 Should any work have been carried out the other party is obliged to preserve the objects supplied or delivered on retention of title with the necessary care and to retain such as the recognisable property of the commissionee.
- 16.6 Should the other party be in default in the observation of its obligations to pay or be in payment difficulties regarding a particular agreement, the commissionee is entitled to repossess the objects still present with the other party which have been supplied or delivered under such a particular agreement, without prejudice to the other rights of the commissionee. The commissionee is further entitled to retain the new objects which have arisen from the treatment or processing and which are present with the other party to take over such objects under possessory pledge and to retain them until the other party has met all its payment obligations.

17. Disputes

- 17.1 All disputes arising from tenders, special offers and agreements which are subject to the present terms and conditions of sale or on account of other agreements which arise from them, may be submitted at the request of the parties to the Commissie van Toezicht voor het Carrosseriebedrijf (supervisory commission for car bodyworks) which is to give a decision in the dispute between the parties by way of a binding third party ruling.
- 17.2 In the case of no recourse being made to the services of the Disputes Committee referred to above, the district court of the district in which the client is registered and/or conducts its business is exclusively authorised, to the extent that it concerns a dispute that appertains to the authority of a district court.

- 17.3 The procedure is as follows in cases of a binding ruling as referred to in 16.1 and 16.2:
- a. A dispute is to be submitted in writing to the secretary of the commission concerned at the address P.O. Box 299, 2170 AG Sassenheim, stating the names and addresses of the parties and a description which is as clear as possible of the dispute and the claim, not later than six months after such dispute has arisen.
 - b. The one who submits a dispute is to pay complaint money in the manner indicated by the secretary of the Dispute Commission concerned. The complaint money is to be regarded as a contribution to the costs which arise from the handling of the dispute.
 - c. The treatment of disputes is further determined by rules of procedure. A copy of the rules of procedure, accompanied by a questionnaire which is to be completed, will be sent to the complainant.
- 17.4 All disputes connected with or arising from the present terms and conditions are to be settled exclusively by the court of The Netherlands authorised to do so. This condition forms a written agreement within the meaning of article 17 of the EEG Enforcement Treaty of 27 September 1968.

18. Law applicable

The present terms and conditions and offers and agreements to which these terms and conditions apply in whole or in part, together with any disputes which may arise from these terms and conditions or which are connected with them, are subject exclusively to the law of The Netherlands, with the exception of that determined in the Vienna Sales Convention.

19. Language

The present terms and conditions of sale in the English language are a translation of the terms and conditions of sale in the Dutch language. In the case of any dispute the Dutch version takes precedence.

Nieuw-Vennep 1 February 2003