

## **General terms and conditions of Double R Trading (Double “R” Trading B.V.)**

### **Article 1 - Definitions**

In these general terms and conditions, the following definitions apply:

‘delivery’	to put the goods to be delivered at the disposal of the Other Party;
‘Double R Trading’:	Double R Trading B.V., having its corporate seat in Leerdam and its principal place of business at Vaart 8 in 4206 CE Gorinchem, listed in the commercial register under file number 23081750, trading under the name of Double R Trading, available at administration@doublertrading.nl and on working days from 08:30 until 17:30 at phone number +31 (0) 183610160 (Central European Time), known under Dutch VAT number NL804432259B01;
“written”:	also by e-mail;
“Other Party”:	the party entering into an agreement, including a distance agreement, with Double R Trading.

### **Article 2 – Applicability**

1. These general terms and conditions apply to every legal relationship between Double R Trading and the Other Party. The applicability of the Other Party’s general terms and conditions is specifically excluded.
2. The Other Party having entered into an agreement with Double R Trading under the applicability of these general terms and conditions, is considered to have agreed to the applicability of these general terms and conditions in later agreements between the parties.
3. If any provision in these general terms and conditions is void or voidable at any moment, the agreement and these general terms and conditions remain valid, and the provision concerned will be replaced in mutual consultation by a provision which approaches the tenor of the initial provision as closely as possible.
4. Situations that are not provided for in these general terms and conditions must be assessed ‘according to the spirit’ of these general terms and conditions.
5. Ambiguities about the explanation or content of any provision in these general terms and conditions must be explained ‘according to the spirit’ of these general terms and conditions.

### **Article 3 – Offer**

1. If the offer has a limited period of validity or is made subject to conditions, this will be mentioned explicitly in the offer.
2. The offer is without obligation. Double R Trading is entitled to change and adjust the offer.
3. The offer contains a complete and precise description of the offered products. The description is sufficiently detailed to allow a good assessment of the offer by the Other Party. If Double R Trading makes use of illustrations, these must be a true representation of the offered products. Obvious errors or mistakes in the offer do not bind Double R Trading.
4. Every illustration, specification and data in the offer and with regard to products are only indicative and cannot be invoked as a reason for a claim for damages or dissolution, including a partial dissolution, of the agreement.

### **Article 4 – Agreement**

1. An agreement is entered into between Double R Trading and the Other Party as soon as the acceptance of Double R Trading’s offer by the Other Party has reached Double R Trading.
2. Every agreement is entered into under the suspensive condition that the products to be delivered under the agreement are sufficiently available. In particular, but not limited thereto, if the Other Party has not yet received a Vehicle Identification Number (VIN) from Double R Trading with regard to the products to be delivered under the agreement, the Other Party must take account of this and, as a service, the suspensive condition referred to in the first sentence

of this paragraph is pointed out to the Other Party.

3. Section 227b subsection 1 of Book 6 of the Dutch Civil Code does not apply, and the Other Party waives its right to dissolution or rejection under section 227c subsection 2 of Book 6 of the Dutch Civil Code.

#### **Article 5 – Price**

1. Unless explicitly agreed otherwise or indicated by Double R Trading, the prices indicated by Double R Trading are ex works (EXW) and are in euros, exclusive of turnover, packaging, shipping, transport documents, inspection, insurance and surcharges imposed by the government (including import duties, if any), by whatever name. In so far as discounts are explicitly agreed in writing, these only count on the net price.
2. Double R Trading is entitled to charge on all price increasing factors, within reasonable limits, to the Other Party without the Other Party being entitled to dissolve the agreement or to dissolve it partially.
3. All prices are subject to printing and typesetting errors. Double R Trading is not liable for the consequences of printing and typesetting errors. If printing and typesetting errors are made, Double R Trading is not obliged to deliver the product at the incorrect price.

#### **Article 6 – Payment**

1. Unless explicitly agreed otherwise, payment must be made by return; however, at the latest prior to the delivery of the goods sold to the Other Party, by transfer of the amount due into the bank or giro account number which is specified by Double R Trading on the invoice or in another way. Double R Trading is always entitled to request payment before the delivery of the sold goods is made to the Other Party.
2. The Other Party cannot rely on a setoff.
3. Payments made by the Other Party serve first to settle all legal and other costs, subsequently to settle the accrued contractual or rather statutory interest, including the commercial interest, and finally to settle the principal sum of the oldest invoice and the current interest.

#### **Article 7 – Delivery, risk transfer, purchase obligation and packaging**

1. Unless explicitly agreed otherwise, the delivery takes place ex works (EXW) as referred to in the 'Incoterms'. Every responsibility and every risk of the goods are therefore fully borne by the Other Party unless explicitly determined otherwise, as from the moment when the goods are put at the Other Party's disposal by Double R Trading, in Double R Trading's business premises. If there is a transport, the Other Party bears every responsibility and every risk, including for any export procedures, unless explicitly agreed otherwise. If an 'Incoterm' is agreed as transfer condition, the Incoterms that are in force when the agreement is entered into will apply.
2. All delivery periods are indicative. No rights can be derived by the Other Party from any mentioned periods. If a period is exceeded, the Other Party is not entitled to compensation, dissolution or partial dissolution or any other action towards Double R Trading.
3. Double R Trading reserves the right to deliver and invoice ordered goods in part shipments.
4. The Other Party is obliged to buy the goods within the period set by Double R Trading. If the Other Party does not grant its necessary cooperation to fulfil the agreement by Double R Trading, for example by not buying the goods or due to another impediment from the Other Party's side, Double R Trading may dissolve or partially dissolve the agreement, without the necessity of court proceedings, after three (3) working days after the Other Party is put into default by Double R Trading, without prejudice to Double R Trading's right to compensation of any damage suffered, consisting of warehouse charges, handling and financing and otherwise loss or loss of profit. Furthermore, if and as long as the Other Party prevents Double R Trading from fulfilling the agreement, no fulfilment can be requested from the Other Party, whereas Double R Trading is entitled to claim the costs reasonably incurred, arising from the Other Party's behaviour as described in this paragraph, from the Other Party and set these off against any payment already made by the Other Party to Double R Trading.

5. If pallets, crates, containers etc. were made available by Double R Trading for packaging and transportation, or if these were made available by a third party, whether or not against payment of a deposit, the Other Party is obliged (unless nonreturnable packaging is concerned) to return these pallets etc. to the address specified by Double R Trading, failing which a compensation is due by the Other Party to Double R Trading.

#### **Article 8 – Obligation to investigate and complaints**

1. The Other Party is obliged to inspect the goods and the packaging immediately upon delivery for any deficits or visible defects. Any deficits or visible defects of the goods or the packaging must be mentioned immediately by the Other Party on the delivery note/consignment note/CMR or otherwise (transport document), and reported to Double R Trading upon delivery in writing stating reasons at the latest within two (2) working days, failing which the Other Party is considered to have approved of the goods and its rights in this respect will have lapsed.
2. Any complaints about goods that could not have been discovered during the inspection referred to in paragraph 1 of this article must be reported by the Other Party to Double R Trading upon delivery in writing stating reasons at the latest within five (5) working days, failing which the Other Party is considered to have approved of the goods and its rights in this respect will have lapsed.
3. No complaint will be dealt with and the Other Party will not have any rights towards Double R Trading if:
  - the Other Party has tried itself to undo the defects;
  - the Other Party has proceeded to onward delivery;
  - the Other Party has made or has others make changes to the delivered goods;
  - the complaints are fully or partially the result of an incorrect, a negligent or an incompetent use by the Other Party or are chargeable to the Other Party;
  - the Other Party has treated the goods negligently in any other way or has treated the goods in such a way that according to public opinion, the risk should go to the Other Party's expense; or
  - upon inspection, Double R Trading is no longer able to establish the alleged defect.
4. Complaints found justified do not entitle the Other Party to a dissolution or partial dissolution and amendment of the agreement or compensation. In that case, the Other Party is entitled to the fulfilment of the agreement or, at the option of Double R Trading, a reasonable price discount.
5. Complaints never entitle the Other Party to suspend its obligations.
6. If there is a transport, 'delivery' in the context of this article means that the goods to be delivered will be put at the Other Party's disposal or the carrier or another third party that was called in.
7. Returning of the goods is only allowed after prior written consent of Double R Trading under the conditions to be determined by Double R Trading.

#### **Article 9 – Guarantee**

1. Guarantee is only provided on the goods delivered by Double R Trading if and in so far as it is stated on the guarantee forms handed out to the Other Party and applies under the conditions of these guarantee forms.
2. If no guarantee forms are handed out to the Other Party, Double R Trading is not bound to any more far-reaching guarantee with regard to goods that it purchases from third parties than that which it has obtained from the third party concerned in this respect.
3. Without prejudice to the provisions in article 9.1 and 9.2, the Other Party cannot rely on the above guarantee provisions if:
  - the Other Party has made changes to the delivered goods or has them made by third parties;
  - the faults are entirely or partially the result of an incorrect, a negligent or an incompetent use by or are chargeable to the Other Party;

- the faults have occurred as a result of a stroke of lightning, fire or water damage or by other external causes or contingencies;
- the Other Party has treated the goods negligently in any other way or has treated the goods in such a way that according to public opinion, the risk should go to the Other Party's expense.

#### **Article 10 – Force majeure**

1. If it appears that the performance of the agreement has become inconvenient or impossible for Double R Trading due to force majeure, Double R Trading is entitled to dissolve or partially dissolve the agreement, in so far as the latter has not yet been performed, by means of a written statement to the Other Party of the circumstances which make a further performance of the agreement temporarily or permanently difficult or impossible.
2. Force majeure means in any case an event or circumstance beyond Double R Trading' control, even though it was foreseeable when the agreement was entered into, which renders the performance of the agreement permanently or temporarily impossible and, if and in so far as not already included therein:
  - civil war and riots, also abroad, entire or partial mobilisation;
  - epidemics;
  - fire and other failures;
  - cessation of the production of the indicated product;
  - transport difficulties, job strikes or other collective actions, blocking, exclusion;
  - theft or embezzlement from warehouses, workshops or vehicles of Double R Trading and similar circumstances and events;
  - non-delivery or late delivery to Double R Trading by suppliers;
  - non-performance or late performance of the work contracted out by Double R Trading to third parties;
  - import and export bans;
  - measures taken by Dutch or foreign public authorities which render the performance of the agreement inconvenient or more expensive;
  - as well as any other circumstance due to which the normal course at Double R Trading' business is hindered, as a result of which the fulfilment of the agreement cannot reasonably be expected from Double R Trading.
3. If Double R Trading believes that the force majeure situation is temporary, it has the right to suspend the performance of the agreement until the circumstance which causes this force majeure no longer occurs. During the period of suspension, the Other Party is not entitled to dissolve or partially dissolve or amend the agreement.
4. Double R Trading is still entitled to the payment of the performances that it delivered at the execution of the agreement concerned before it appeared that a force majeure situation had occurred.

#### **Article 11 – Retention of title**

1. As long as Double R Trading has not received full payment or counter-performance with regard to the agreement, including the Other Party's obligation to compensate the damage under a breach of contract, claims with regard to earlier and later agreements, and interest and cost claims, if any, the goods delivered to the Other Party, including pre-processed, processed or raw materials and parts, remain the property of Double R Trading.
2. The Other Party is obliged to store the delivered goods owned by Double R Trading in a separate or rather identifiable way.
3. If the Other Party is in breach of contract or Double R Trading has good reason to believe that the Other Party is going to be in breach of contract, Double R Trading is entitled to repossess the goods delivered under retention of title. After the repossession, the Other Party will be credited at market value, which will in no case exceed the initial purchase price, decreased by the costs

incurred with the repossession and decreased by what the Other Party is further due to Double R Trading in respect of the breach of contract.

4. Furthermore, Double R Trading is entitled to repossess the goods delivered under retention of title if the Other Party is wound up, applies for a suspension of payments or has been granted a suspension of payments, is declared bankrupt, if an arrangement in the framework of the statutory debt restructuring scheme for natural persons is declared applicable to him or her or an application to that purpose has been made, or if preservation measures or measures for enforcing a judgment towards the Other Party are taken.
5. As long as the good has not passed into the Other Party's property, the latter is obliged to take out any statutory prescribed insurance with regard to the use of the good. Furthermore, the Other Party is obliged to maintain the good or have it maintained at its expense. Double R Trading is not bound to give indemnity to the Other Party against the latter's liability as holder of the good. The Other Party, however, indemnifies Double R Trading against claims that third parties could have against Double R Trading and that could be connected with the retention of title made.
6. As long as the property of the goods delivered has not passed on the Other Party, the latter must not deliver or pledge the goods or grant any other right thereon to a third party, and it is obliged to report any event which harms or could harm Double R Trading in its interest as owner of these goods immediately to Double R Trading.
7. If and in so far as the Other Party acts in violation of paragraph 6 of this article, the Other Party is immediately obliged, upon request, to assign a claim against the third parties concerned to Double R Trading and to report this to the third party concerned.
8. The Other Party undertakes, at Double R Trading' first request:
  - to put the goods at Double R Trading' disposal, and to grant already now irrevocable authorization to Double R Parts or to the persons designated by Double R Trading to access the place where the goods are located in order to collect the goods;
  - to pledge to Double R Trading every claim that the Other Party has against insurers in respect of the goods delivered under retention of title in the manner as described in section 239 of Book 3 of the Dutch Civil Code;
  - to mark the goods delivered under retention of title as Double R Trading' property;
  - to cooperate in other ways in all reasonable measures that Double R Trading wishes to take in order to protect its right of ownership with regard to goods, and that do not hinder the Other Party unreasonably in the ordinary course of its business.

#### **Article 12 – Default and extrajudicial costs**

1. If the Other Party fails to comply with its obligations properly, in time or in full, the Other Party is in default by way of law, and the amount due to Double R Trading is immediately due and payable without a further demand or notice of default being required, irrespective of earlier arrangements made with regard to the obligation or rather payment obligation, at an interest or compound interest equalling the statutory interest or commercial interest, increased by two percent (2%) calculated as from the invoice date, thereby calculating part of a month as an entire month, on the amount due by the Other Party to Double R Trading.
2. Any judicial or extrajudicial costs or collection costs, including the costs of advisors and legal advisors, which costs are incurred by Double R Trading in order to collect the amounts due by the Other Party, are to be borne by the Other Party. The extrajudicial costs are set at a minimum of fifteen percent (15%) of the principal sum due with a minimum of one hundred fifty euro (€ 150) (exclusive of Dutch VAT), without prejudice to Double R Trading' right to claim the actual costs if these are higher.
3. If the agreement is terminated or dissolved in any way, the provisions regarding extrajudicial costs, applicable law and disputes remain in full force.

#### **Article 13 – Liability**

1. Double R Parts is not liable for damage of whatever nature or extent being caused by or in

connection with the performance delivered by or because of Double R Trading, of what was agreed with the Other Party, including negligence of third parties which were called in by Double R Trading, unless there is intent or gross negligence of Double R Trading or of the persons charged with the management of Double R Trading.

2. Every liability of Double R Trading is limited to the amount that is paid out in the case concerned under the liability insurance, increased by the amount of the excess chargeable to Double R Trading.
3. If the liability insurance offers no coverage, every liability is limited to the maximum of 50% of the sum of the net invoice amounts paid by the Other Party to Double R Trading in respect of the order related thereto.
4. The Other Party indemnifies Double R Trading against all claims from third parties that are in any way connected with the work performed for the Other Party, including, but not limited thereto, claims with regard to import duties, and the legal or other advice costs incurred in connection with such claims, unless such claims are the result of intent or gross negligence of Double R Trading or the persons charged with the management of Double R Trading.

#### **Article 14 – Amendment of these general terms and conditions**

Double R Trading is entitled to amend these general terms and conditions. These amendments come into force at the announced point in time. Double R Trading sends the amended general terms and conditions to the Other Party in time. If no time of entry into force is notified, the amendments enter into force as soon as the amendments are notified to the Other Party.

#### **Article 15 – Applicable law and competent court**

1. Every legal relationship between Double R Trading and the Other Party is governed by Dutch law, with the exclusion of the starting points laid down in international choice-of-law rules. The applicability of the UN Convention for the International Sale of Goods (CISG) is excluded, unless the parties have explicitly agreed otherwise in writing.
2. Any dispute on legal relationships between Double R Trading and the Other Party will be submitted in the first instance to the Rotterdam court.

#### **Article 16 – Language**

The general terms and conditions are drafted in Dutch, English and German. In the event of differences in content or interpretation of the various texts, the Dutch text is binding.

**THESE GENERAL TERMS AND CONDITIONS ARE ALSO AVAILABLE ON [WWW.DOUBLERTRADING.NL](http://WWW.DOUBLERTRADING.NL)**