

General conditions for the forwarding, storage and delivery of goods and/or the provision of services by Koopman Car Terminal B.V. and Koopman Automotive Solutions B.V.

Article 1 – Definitions

In these conditions the following terms are understood to mean:

- Consignee: the party to which Koopman delivers or completes and transfers goods on the instructions of the Client.
- Koopman: the private company with limited liability Koopman Car Terminal B.V., having its registered offices in Zuidhorn and principal place of business in (1044 AH) Amsterdam at Maltaweg 3, filed in the Commercial Register of the Chamber of Commerce under number 02082145.

the private company with limited liability Koopman Automotive Solutions B.V., having its registered offices in Zuidhorn and principal place of business in Born at Verloren van Themaatweg 2 (6121 RG), filed in the Commercial Register of the Chamber of Commerce under number 34119486.
- Client: The natural or legal person, or their legal successor, for which work and/or services are performed by or on behalf of Koopman.
- Agreement: the written agreement concluded between Koopman and the Client and signed by each of them or the written offer/quotation of Koopman signed for approval by the Client.
- Conditions: these general conditions.

Article 2 – Scope of application

1. These Conditions apply to all legal relationships under which the work is performed, between Koopman and Client, including the Agreement.
2. Koopman hereby expressly rejects the applicability of general and other terms and conditions of the Client.
3. Koopman reserves the right to amend these Terms and Conditions unilaterally. Amendments enter into force within thirty (30) days after notification of those amendments to the Client.
4. The provisions applicable to the Agreement if there is a legal relationship in respect of forwarding are set out in these terms and conditions under Chapter I (General Part) and Chapter II (Special Part - Forwarding).
5. The provisions applicable to the Agreement if there is a legal relationship in respect of the storage of goods are set out in these terms and conditions under Chapter I (General Part) and Chapter III (Special Part - Storage).
6. The provisions applicable to the Agreement if there is a legal relationship in respect of repairs, modifications and restorations are set out in these terms and conditions under Chapter I (General Part) and Chapter IV (Special Part - Repairs/Modifications/Restorations).
7. If the Agreement covers two or more of the legal relationships as referred to above in paragraphs 4 to 6 of this article, the provisions of these Conditions given for each of these legal relationships shall apply side by side, except insofar as these provisions are not compatible or their purport is irreconcilable with the nature of the Agreement.

I. General part

Article 3 - Offer

1. All offers of Koopman are free of obligation and based on the information provided by the Client, unless explicitly stated otherwise in writing in the offer.

Article 4 - Agreement

1. The content of the agreement takes precedence in conjunction with these general terms and conditions. In the event of conflicts arising between the provisions of the Agreement and these terms and conditions, the provisions contained in the Agreement take precedence over the provisions of these terms and conditions.
2. Verbal undertakings must be confirmed in writing by Koopman in order to be legally valid.
3. If one or more provisions of the Agreement, including the provisions of these Conditions, are null and void or become null and void, the Agreement will otherwise remain in force. The parties will consult on the void or annulled provisions in order to reach a replacement arrangement.
4. Deviations from the Agreement, including provisions of these Conditions, are only valid if they have been expressly agreed in writing. Such an agreed deviation applies exclusively to the offers, work and agreements in which they were made.
5. If an Agreement ends by operations of law or if an Agreement is terminated prematurely, Koopman reserves the right to invoice the work in progress and to invoice the Client for any consequential loss due to loss of profit. If the agreement is unilaterally terminated, Koopman reserves the right to a fixed compensation of 100% of the agreed work.

Article 5 - Prices

1. The prices quoted and/or agreed by Koopman are in euros unless explicitly agreed otherwise in writing. These prices are exclusive of taxes, including VAT and levies.
2. Koopman has the right to increase the stated and/or agreed prices in the event of an increase in the prices of goods, raw materials or parts, wages, social security charges, freight, insurance premiums, charges imposed by or on behalf of governmental or semi-governmental authorities (including import and/or transit duties), or other cost price components (including currency changes) and charges, as well as in the event that work is (or should be) carried out through no fault of Koopman outside of Koopman's normal working hours.
3. In the event of a price increase in accordance with paragraph 2 of this article, the same payment terms apply to that price increase that apply to the originally stated and/or agreed prices, so that the part of the price increase that relates to the already expired terms will be immediately due and payable.

Article 6 – Payment

1. All amounts owed by the Client to Koopman must be paid by the Client within the term of thirty (30) days of the invoice date, unless expressly agreed otherwise in writing and without the Client being entitled to any right of deduction and/or set-off.
2. If Koopman has not received any amount owed by the Client within the applicable period, the Client will be in default by operation of law and without any prior notice of default being required. Koopman reserves the right to charge interest on the amount due from the moment that the Client is in default towards Koopman equal to the percentage of the statutory interest in accordance with Article 6:119a of the Dutch Civil Code plus two percent (2%). At the end of each three-month period, the amount over which the interest is calculated shall be increased by the interest due for that three-month period.
3. Contrary to the provisions of paragraph 1 of this article, all amounts payable by the Client to Koopman are immediately due and payable in full, and, contrary to the provisions of paragraph 2 of this article, Client is immediately held in default in each of the following cases:
 - a. if Client files a request for or is granted suspension of payment;
 - b. if the bankruptcy of the Client has been filed for or the Client is declared bankrupt;
 - c. in the event that one or more goods of or for the account of the Client are subjected to attachment;
 - d. in the event that the Client ceases, sells, transfers shares in its business, or a part thereof, to a third party or continues it by other means, or loses control of its business, or part of it;
 - e. in the event that the Client, if a natural person, dies, is placed under guardianship or if the Client is declared subject to statutory debt restructuring.
4. All judicial and extrajudicial costs incurred by Koopman in respect of the failure of the Client to fulfil his obligations towards Koopman, or to do so on time and/or properly, including judicial and extrajudicial costs in connection with the collection of amounts owed by the Client to Koopman, as well as costs of legal assistance, are for the Client's account.

Article 7 - Transfer of risk, Retention of title, Right of Retention and Right of Pledge

1. The risk attached to an item to be delivered shall always pass permanently to the Client at the time when the items are received by the Client or the Consignee.
2. Koopman may exercise a right of retention on funds, goods and documents in its possession in connection with the Agreement with the Client for all claims that Koopman has or will have against the Client, also with regard to claims which do not relate to those goods.
3. If, at the time of settlement, a dispute arises over the amount due or if a calculation which cannot be carried out quickly is necessary for its determination, the party claiming delivery is obliged to immediately pay the part on which the parties agree and to furnish security for the payment of the part in dispute or of the part whose amount has not yet been set.

4. A pledge will be established on all goods, documents and monies that Koopman has or will obtain in connection with the Agreement in accordance with Book 3, Article 236 of the Dutch Civil Code for all claims made against the Client and/or the owner and/or the Consignee.
5. Koopman may require the Client to replace the pledged items with another equivalent security, as assessed by Koopman.
6. Koopman has the right to require the Client to furnish security if the nature of the order gives cause to do so. This is to be specified in the Agreement.

Article 8 - Force majeure

1. Koopman cannot be held liable for any non-compliances if they are the result of force majeure.
2. Force majeure is understood to mean: a non-compliance that cannot be attributed to Koopman because Koopman cannot be held accountable for it, nor is it for Koopman's account by virtue of the law, legal act or according to generally accepted standards, including a case in which Koopman is unable to fulfil its obligations under the Agreement due to an (attributable) non-compliance or recklessness of third parties. Force majeure is also understood to mean:
 - a. business disruption or business interruption at Koopman of any nature and regardless of the manner in which it occurs;
 - b. delayed or late delivery by one or more suppliers of Koopman;
 - c. transport difficulties or obstacles of any nature whatsoever, as a result of which the transport from the Client or the Consignee to Koopman or from Koopman to the Client or the Consignee is impeded or hindered;
 - d. war (or threat of war), riots, sabotage, theft, flooding, fire, attacks, sit-in, strikes and modified government measures.
3. If damage occurs to the property of the Client as a result of force majeure, the Client will bear the costs for repairing damage to the property. Client property also includes; the vehicles that are stored on a Koopman location.
4. In the event of force majeure, within one (1) month of the occurrence of a circumstance that constitutes force majeure, Koopman has the right, at its own discretion, either to change the term of execution or to dissolve the Agreement, whether or not partially, out of court, without being obliged to pay any compensation.
5. Following termination of the Agreement, Koopman is entitled to compensation for the costs it has already incurred and/or work it has already carried out.

Article 9 - Liability and indemnity

1. The liability of Koopman under the Agreement is limited to the fulfilment of the obligations described in the Agreement, except in the case of intent and wilful recklessness on the part of Koopman.
2. Koopman is never liable for trading losses, other indirect losses - including (but not limited to) consequential losses and loss of profit - and loss as a result of liability towards third parties.
3. If damage and/or theft or loss of goods can be attributed to Koopman, the liability is limited to the amount that the insurer pays out in the case in question.
4. Koopman is never liable for damage to and/or theft or loss of items incorporated in or attached to item and which Koopman has in his possession for any reason whatsoever.
5. The limitation or exclusion of liability for Koopman for damage suffered by the Client and/or third parties in the context of the performance of the Agreement also applies where necessary and is also stipulated by Koopman regarding legal or natural persons employed by Koopman or on its behalf as well as those employed directly or indirectly by itself or by them.
6. The Client is obliged to indemnify or compensate Koopman in respect of all claims by third parties for compensation of damages, for which the liability of Koopman is established and excluded in the relationship with the Client in these Conditions.
7. The Client is liable for damage caused by persons admitted by Koopman on the part of the Client to its premises.
8. The Client is liable for all costs, damages, interest, fines, penalties and confiscations, including damages due to failure to settle customs documents or failure to do so on time, which are directly or indirectly the result of the circumstance that the goods were not accompanied by the required documents or were accompanied by incorrect documents when presented to Koopman, or are the result of or are in any way connected with a circumstance for which Koopman is not liable.

Article 10 - Partial deliveries and Outsourcing

1. Koopman is at all times entitled to perform the Agreement in parts.
2. Koopman is at all times entitled to outsource all or part of the performance of the Agreement to third parties.

Article 11 - Disputes and applicable law

1. The Agreement and all further agreements arising from or which are the result of or related to it are governed by Dutch law.
2. All disputes relating to the Agreement, or further agreements arising from, resulting from or relating to it, shall be referred in the first instance to the District Court of Groningen, without prejudice to the parties' right to appeal or cassation.
3. In case of translations of these conditions, the Dutch text shall prevail over any other text.

II. Special part - Forwarding

Article 12 - Forwarding agreement

In addition to the provisions set out in Chapter I of these Conditions, the Dutch Forwarding Conditions, the General Terms and Conditions of the FENEX (Dutch Organisation for Forwarding and Logistics) shall apply to a Forwarding Agreement entered into between Koopman and the Client, if and insofar as Chapter I of these Conditions does not deviate from them and if those provisions are not in conflict with mandatory law.

III. Special part - Storage

Article 13 - Obligations

1. Koopman is obliged:
 - a. to receive and store the agreed goods at the agreed place and time and in the agreed manner, accompanied by the documents provided by or on behalf of the Client, and to deliver them to the Client or Consignee at the agreed place and in the agreed manner, in the same condition in which they were received, or in the agreed condition.
 - b. to attend to the entry and exit of the goods;
 - c. before taking receipt of goods that are visibly damaged, to ask the Client for instructions, or, if instructions are not obtained in time, to refuse to take receipt of the damaged goods.
 - d. to ensure the security of the site or areas where the goods are to be stored;
2. Client is obliged:
 - a. to provide Koopman in a timely manner with all such specifications and documents concerning the goods presented for storage, of which he knows or should know that these are important to Koopman, unless the Client may assume that Koopman knows or should know this information. The Client guarantees the accuracy of the information provided by him.
 - b. to make the agreed goods available to Koopman at the agreed place and time and in the agreed manner, accompanied by the agreed documents and/or documentation and the other documents required by or pursuant to the law on the part of the Client.
 - c. to insure the goods presented for storage against loss, theft and damage.
 - d. To oblige the Consignee or the receiver of the goods to report in writing to Koopman immediately perceivable damage at the latest at the time of delivery, and non-directly observable damage as soon as possible but seven (7) days at the latest after delivery, failing which any claim for damages from the Client in this respect will lapse.
 - e. To refrain from providing items (or parts of items) that contain hazardous substances. Koopman is authorised to carry out an audit and to refuse goods.
3. Notwithstanding the provisions of paragraph 1a of this article, Koopman is at all times entitled to store the agreed goods elsewhere (or have them stored).

IV. Special part - Repair/Restoration/Modification

Article 14 - Delivery time

1. The time stated by Koopman in the Agreement that is involved in the repair, restoration and/or modification work on the goods offered by the Client for repair, restoration and/or modification is not a deadline pursuant to Book 6 Article 83a of the Dutch Civil Code and is only given as an approximation.
2. Amendments to the Agreement, may lead to any delivery times stated in advance being exceeded. In the event of amendment of the Agreement, the delivery time shall be deemed to have been extended by a non-final period in proportion to the agreed amendments.

Article 15 - Guarantee

1. Koopman guarantees that the work performed by it or outsourced to third parties is carried out in accordance with good workmanship in such a way that Koopman will repair defects that arise within six (6) months of the delivery of the item, and which are the sole result of not performing the Agreement in accordance with good workmanship, free of charge at a location indicated by Koopman, unless otherwise agreed in writing.
2. With regard to parts that have not been manufactured by Koopman itself, the guarantee and the guarantee period, insofar as applicable, of the supplier or manufacturer in question applies, on the understanding that this guarantee commences as soon as Koopman has acquired the part in question from the supplier or manufacturer in question.
3. The guarantee described in paragraph 1 of this article does not apply in the case of:
 - a. defects which are the result of careless treatment and/or exposure of the item to extreme conditions not by or on behalf of Koopman and/or which are the result of construction errors not made by or on behalf of Koopman in the execution of the item.

- b. defects that have arisen from the use of items made available to Koopman by the Client unless the Agreement extends to remedying those defects.
 - c. colour differences in the paint coating of the item that are not visible to the naked eye in daylight.
 - d. damage to the paint coating of the item arising:
 - from an external cause;
 - In parts not attached or treated by Koopman.
 - e. defects in goods that have not undergone further treatment at Koopman's company after delivery by Koopman, while such treatment was necessary in accordance with good professional practice and the necessity of which was made known by Koopman to the Client in writing no later than upon delivery of the goods.
 - f. goods or work in respect of which Koopman explicitly indicates when concluding the Agreement that it cannot agree to a choice of materials, parts and/or working methods prescribed to it by the Client.
 - g. if goods to be treated are in a condition that makes it impossible to adequately remedy or remove the defects present - including corrosion - within the framework of what has been agreed, as well as if the goods have not been pre-treated in the company of Koopman.
4. The guarantee claim lapses if:
- a. The Client does not offer the item for assessment/inspection within the period set by Koopman, which assessment/inspection is free of charge for the Client.
 - b. In the event of visible defects, the Client does not submit its complaints to Koopman in writing, with a clear description of the complaints, within seven (7) days of the discovery of these defects.
 - c. The Client does not give Koopman the opportunity to remedy the defect.
 - d. Activities related to the work performed by Koopman, have been performed on the item by parties other than Koopman without Koopman's permission, unless the need for the immediate performance of this work by the Client can be demonstrated.
 - e. The Client has not yet paid to Koopman all that it still owes to Koopman, on whatever account.

Article 16 - Replacement of parts

The parts and/or materials replaced and/or left behind during the work become the property of Koopman, unless the parties agree otherwise in writing. In that case, the Client must take receipt of these parts and/or materials immediately on delivery of the goods.