

GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY OF BRONKHORST TRADING, ALSO TRADING UNDER THE NAME DPX TRUCKS

If necessary Bronkhorst Trading will submit on first request a translation in Dutch of these general terms and conditions.

1. DEFINITIONS

- a. Bronkhorst Trading and its affiliated operating companies as well as its successors in title under universal title are the user of these general terms and conditions and will hereinafter also be referred to as: "we" and "us".
- b. "Other party" and/or "client" means every legal entity/natural person to whom we make our offers, as well as those who make offers to us and those who provide an assignment to us, or, as the case may be, those with whom we enter into an agreement and furthermore those with whom we are in any legal relationship, and apart from those, their representative(s), authorized person(s), successor(s) in title and beneficiary/beneficiaries.
- c. "Products" means all products and/or parts etc. which, being subject to these general terms and conditions, are delivered to the other party, as well as the carrying out of services and work and/or the provision of advice by us to the other party.

2. GENERAL

- a. These conditions shall apply to all offers, orders, assignments, agreements for purchase/sale of goods, agreements for services, as well as all legal acts, deliveries and work carried out by us and other legal relationships (including negotiations regarding such agreements) with Bronkhorst Trading, with registered office in Moerdijk, The Netherlands (further: 'Bronkhorst Trading'), insofar as not stipulated otherwise in the offer or agreement. These terms can be quoted as General conditions – Bronkhorst Trading.
- b. Derogations and addendums to these conditions must be agreed in writing. Such additions and exceptions shall only apply to the agreement for which they are made.
- c. When it appears that one or more provisions of these General conditions – Bronkhorst Trading are in conflict with the law, then the remaining provisions of these general terms and conditions will remain unimpaired.
- d. The rights and obligations arising from agreements between Bronkhorst Trading and client may not be transferred by client to third parties, except with the written consent of Bronkhorst Trading.
- e. The provisions of section 1 title 7 of book 7 Dutch Civil Code (assignment), with the exception of Article 7:406 and 7:412 shall not apply to legal relationships with Bronkhorst Trading, unless otherwise specifically provided in the agreement or in these conditions.
- f. The applicability of additional or deviating conditions or general conditions used or referred to by client or other conditions customary in the sector is explicitly rejected.
- g. In the event a specific agreement between Bronkhorst Trading and client is concluded to which these general conditions apply, the provisions of such specific agreement shall prevail in case of a conflict between the provisions of such specific agreement and the General conditions – Bronkhorst Trading.
- h. If we do not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof are not applicable, or that we to any extent would lose the right in other cases to require strict compliance with the provisions of these terms and conditions.

3. OFFERS

- a. All offers and tenders shall be without obligation and are based on performance of the agreement under normal conditions and during normal working hours according to the information supplied by client, unless explicitly indicated otherwise.
- b. All offers shall be valid for a period of 7 days, unless otherwise agreed in writing. An offer which contains a time-limit may nevertheless be revoked by Bronkhorst Trading, even after receipt of the order or confirmation, provided this is done within 5 days.
- c. Changes and/or promises made by us after the offer, either orally or in writing, will constitute a new offer, in the course of which the previous offer has lapsed.
- d. If an acceptance by the other party derogates from the offer, then this will apply as a new offer from the other party and as rejection of our entire offer, also if only minor points are derogated from.

4. AGREEMENTS

- a. An agreement shall be concluded under the condition precedent that Bronkhorst Trading has approved and confirmed the order in writing (including electronically) or when Bronkhorst Trading commences the execution of the order or assignment placed by client. The content of the agreement shall be determined by the offer and/or order confirmation of Bronkhorst Trading and the General conditions – Bronkhorst Trading.
- b. In the event an agreement between Bronkhorst Trading and client is concluded electronically, Bronkhorst Trading is not obliged to confirm the receipt of the statements of client and client is not allowed to dissolve the agreement based on the absence of such a confirmation of receipt.
- c. Client's orders are deemed irrevocable. Cancellation or amendment of an order is only possible with Bronkhorst Trading's written consent and to the extent this can reasonable be expected from Bronkhorst Trading and provided client pays cancellation costs in the amount of 25% of the invoice (excluding VAT). If client's request for amendment or additions imposes additional costs on Bronkhorst Trading, Bronkhorst Trading is entitled to charge these costs in full to client. In that case, Bronkhorst Trading is also entitled to set a new delivery date. Cancellation of an order specifically made, adjusted, designed or loaded for client (e.g. stacking) or of specific services rendered at client's request is not possible.
- d. Bronkhorst Trading is entitled to terminate negotiations with client at any time and/or to refuse acceptance of an order in whole or in part, whether the order is made electronically or in writing, within 120 hours after receipt of the order, without becoming liable to pay costs and/or damages to client and without having to state any reason.
- e. All quotations, advertisements, pictures and other descriptions are made with care, but Bronkhorst Trading does not warrant that there will be no deviations, for example regarding color.
- f. We are only obliged to (further) execution of the assignment if the other party has provided all data and information required by us in the form and in the manner required by us. Extra costs arisen because the other party has not, not in a timely manner, or not properly, provided the required data and information, will be on the account of the other party.
- g. The other party is obliged to inform us promptly with regard to facts and circumstances which can be of importance with regard to the execution of the assignment.
- h. We are not obliged to verify whether the order, information and documents provided by client are correct. Failure or delay by Bronkhorst Trading in the performance of its obligations due to incorrect or incomplete information provided by client cannot be attributed to Bronkhorst Trading. Client is liable for the costs and damage resulting from incorrect or incomplete information.

5. SUSPENSION AND RIGHT OF RETENTION

- a. We are entitled to suspend our performance (including also future partial deliveries) if the other party does not fulfil one or more of its obligations, or, as the case may be, if circumstances which have come to our knowledge give us good grounds to fear that the other party will not fulfil its obligations, except for in the case of derogating mandatory statutory provisions.
- b. We can exercise the right of retention on all goods of the other party to which the performance of the agreement relates, and which are in fact held by us in the context of the agreement, if the other party does not, wholly or in part, fulfil the obligations related to the performance of the agreement, or other agreements concluded with the other party.
- c. The client is obliged to keep the products delivered subject to retention of title with the necessary carefulness and as recognizably our property.
- d. We are entitled to recover from the other party the costs which we have had to incur with regard to the care of the goods which are in fact held by us.
- e. The other party is not entitled on the basis of alleged defects of the products and for whatsoever reason to delay or suspend or otherwise cease or limit its work, deliveries, goods or services and other obligations towards us.
- f. The other party is also not entitled to setoff any claim against us.
- g. We have the right to setoff the amounts which we owe to the other party against the amounts which the other party owes to us on whatsoever basis. If in the event of set-off compensation there are amounts in different currency, then we will determine in which currency this set-off compensation will take place. Conversion will take place at the official exchange rate applicable on the day on which payment in accordance with the invoices concerned is owed.

6. PRICES

- a. All price quotations and the prices which we charge are the prices applicable at the time of the quotation or of conclusion of the agreement. The prices stated by us are net prices and are stated excluding turnover tax and other government charges and/or charges from third parties imposed on the sale and/or delivery and/or performance of the agreement, and are based on the delivery from our business location in Moerdijk, except insofar as agreed otherwise in writing.
- b. The prices stated by us are in Euros, or in another currency agreed by us; any exchange differences are on the risk of the other party, unless agreed further in writing.
- c. The prices stated by us are based on the current prices applicable at the time of the concluding of the agreement and on the specifications and on performance of the agreement under normal circumstances.
- d. We retain the right to charge a proportional price increase to the other party, if after the concluding of the agreement an increase occurs of one or more factors determining prices and/or statutory levies, including wages, premiums, materials and exchange rate changes.
- e. The provisions of subclause d also apply if the changes in the factors determining prices referred to therein are the result of circumstances already foreseeable at the concluding of the agreement.
- f. In the event that application of subclause d might result in a price increase of 20% or more and the price increase does not ensue from the law, then the other party will have the right to terminate the agreement by registered letter, within one week after we have made it known that the price will be increased. Such a cancellation shall not entitle client to compensation for any damage whatsoever.
- g. If not agreed otherwise expressly in writing, the prices stated by us are (EX-W) Moerdijk. Delivery costs, service charges and costs for dispatch, etc. are never included in our price.
- h. Price increases ensuing from addendums and/or amendments to the agreement are on the account of the other party.
- i. Costs arisen as a result of the other party remaining in default to make the performance of the agreement possible and/or as a result of circumstances occurring which can be attributed to the other party as a result of which costs have arisen for us, will be charged by us to the other party.
- j. We are entitled to recover the costs, which we had to incur with regard to the care concerning the goods which we in fact hold, from the other party.
- k. Where after making a quotation a change occurs in one of the factors determining the price, we shall be entitled to adjust the prices accordingly, even if the agreement has in the meantime been concluded.

7. PAYMENT

- a. Client shall be obliged to pay all invoices prior to delivery of the goods in question or before the work in question is carried out (payment in advance), unless agreed otherwise in writing, and without deduction, set-off or discount. Bronkhorst Trading shall not deliver the goods in question or carry out the work in question until the invoice has been paid in full, or, at Bronkhorst Trading's choice, until adequate security for payment is provided by client.
- b. Where invoices are not paid in cash in accordance with Article 7a, client shall be in default simply by the passing of the agreed payment date, without any notification of default being required, irrespective of whether the exceeding of such payment date is attributable to client or not.
- c. Notwithstanding Bronkhorst Trading's other rights and remedies, we shall then be entitled to charge interest on the outstanding amount of 3% per month (whereby part of a month is calculated as an entire month), chargeable from the due date in question.
- d. Bronkhorst Trading is entitled to postpone delivery of new orders until client has paid all outstanding invoices.
- e. Any payment discounts agreed in writing will lapse if the payments have not been received within the further agreed payment term.
- f. All extrajudicial and judicial costs incurred by Bronkhorst Trading by virtue of a dispute with client, both as plaintiff and as defendant, shall be for account of client. The extrajudicial collection costs shall be established at 15% of the outstanding amount with a minimum of EUR 100.- per case and the judicial collection costs shall be established at the actual amount paid by Bronkhorst Trading for the legal proceedings, even if this exceeds the liquidated costs of the proceedings.
- g. Incoming payments shall serve to settle the longest outstanding items - including interest and costs - even where client states otherwise in this respect.
- h. In case of late payment, any adverse exchange rate difference shall be for account of client. Reference dates are the due date of the invoice and the date on which payment is made.

- i. The other party is not entitled, on the basis of alleged defects of the products and for whatsoever other reason, to refuse or suspend the fulfillment of the other party's payment obligation.
- j. Bronkhorst Trading may at any time set off its obligations towards client, in whatever currency and whether or not due and payable, against any claims which it may have against client, in whatever currency and whether or not due and payable.
- k. In the event of liquidation, insolvency, bankruptcy or moratorium of the other party of the claims, on whatsoever basis, against the other party will be immediately due and payable.

8. RESERVATION OF OWNERSHIP

- a. Delivery shall take place under retention of title. This retention of title applies with respect to all payment obligations for all goods delivered or to be delivered by Bronkhorst Trading to client by virtue of any agreement and/or services rendered as well as with respect to all claims based on breach of these agreements.
- b. Bronkhorst Trading shall be authorized to take back the goods which have remained its property in accordance with the previous paragraph if client breaches its obligations or if Bronkhorst Trading has good reason to believe that client will breach its obligations. Execution of its retention of title shall be deemed to qualify as rescission of the agreement(s) concluded with client. Client authorizes Bronkhorst Trading and its representatives irrevocably to enter all premises and to remove the goods in question (or have the goods in question removed) from where they are located and shall ensure this right of Bronkhorst Trading and its representatives with client's customers. Client shall provide all cooperation necessary in order to effect Bronkhorst Trading's retention of title. All costs related to the removal of the goods are for client's account.
- c. Client shall be authorized, if and to the extent necessary in the ordinary course of its business, to dispose of the goods which are subject to retention of title but this does explicitly not include the right of client to pledge or otherwise encumber the goods (both contractually and in rem). Should client make use of this authority, client shall be obliged to deliver the goods which are subject to retention of title to third parties subject to this retention of the title of Bronkhorst Trading. Client shall also be obliged to grant Bronkhorst Trading on its first request a non-possessory first ranking pledge on all claims which client has or shall obtain on these third parties and to state in the deed of pledge that client is authorized to pledge and that the claims to be pledged are unencumbered. Should client refuse to do so, this provision shall be deemed to include an irrevocable power of attorney for Bronkhorst Trading to create this pledge.
- d. The property law aspects of retention of title to the goods shall be governed by Dutch law or, at Bronkhorst Trading's discretion, by the laws of the country of destination of the goods, provided that (i) the laws of such country in respect of retention of title provide better protection to a creditor than Dutch law and (ii) the goods are actually imported in that country of destination.
- e. If a creditor of client levies execution against, forecloses on, or takes possession of, all or any part of the goods owned by Bronkhorst Trading or if client files for an application or an application is filed with regard to client for bankruptcy or if client is declared bankrupt, if an application for a (preliminary) suspension of payments with regard to client is made or granted, or if client is made subject to the WSNP, client shall immediately inform Bronkhorst Trading and shall inform the party making the attachment that it has obtained the goods subject to retention of title.

9. DATA AND INFORMATION

- a. We are only obliged to (further) execution of the assignment if the other party has provided all data and information required by us in the form and in the manner required by us. Extra costs arisen because the other party has not, not in a timely manner, or not properly, provided the required data and information, will be on the account of the other party.
- b. The other party is obliged to inform us promptly with regard to facts and circumstances which can be of importance with regard to the execution of the assignment.
- c. The client guarantees the accuracy, completeness and reliability of the data and the information provided to us by the other party or on behalf of the other party.
- d. The data of the client will be processed by us. We are also entitled to make this data available to third parties. Insofar as it concerns the processing of personal data this is processed within the meaning of the Personal Data Protection Act. We can perform the agreement, fulfil the guarantee obligations towards the other party, provide optimal service and provide the client with the product information and personalized offers in a timely manner on the basis of the processing. If it concerns the processing of personal data for the purpose of direct mailing, then any objection brought by the client to us will be accepted.

10. INSPECTION, DELIVERY TIME, DELIVERY, RISK

- a. Client shall have the right, for its own account, to inspect the goods prior to delivery at a time and place determined by Bronkhorst Trading.
- b. Delivery times are determined in mutual consultation; however delivery times and/or delivery dates by us are never to be considered to be final deadlines unless agreed otherwise in writing. In case of delivery and/or completion in an untimely manner we must be given notice of default stating a reasonable period for performance. A reasonable period is in all events a period applicable as reasonable within the sector.
- c. The time of delivery mentioned or agreed in mutual consultation shall in any case, but not exclusively, be automatically extended by the period(s) during which:- there is a delay in the supply and/or dispatch and/or of any other circumstance temporarily holding up the execution, irrespective of whether this is attributable to Bronkhorst Trading and/or was foreseeable;- client defaults in one or more of its obligations towards Bronkhorst Trading or, to Bronkhorst Trading's sole opinion, there is good reason to believe that client will default;- client does not enable Bronkhorst Trading to execute the agreement, which shall among others be the case if client fails to state the place of delivery if applicable or fails to provide Bronkhorst Trading with the information, goods or facilities necessary to perform the agreement.
- d. Delivery in the Netherlands shall take place Ex Works Moerdijk, unless otherwise agreed in writing. All goods shall be transported for account and risk of client, even where the dispatch is made carriage paid to.
- e. Where Bronkhorst Trading on request of client is responsible for dispatch of the goods or where the agreed parity of the ICC Incoterms lays this responsibility on Bronkhorst Trading, the time and method of dispatch and dispatch route shall be at Bronkhorst Trading's choice. Goods in transit insurance shall only be taken out by us on the express request of client and all related costs shall be for client's account. Goods only include the goods sold by us and never include any cargo that client offers for loading or which is already loaded in the good(s). Bronkhorst Trading accepts no liability or responsibility for any cargo and cargo is never covered by transport insurance.
- f. Delivery shall be deemed to have taken place at the time when the goods are made available to client at our premises. If client does not take delivery of the goods, client shall be immediately in default and the goods shall be stored at client's account and risk. If client does not collect the goods concerned within the newly stipulated term, Bronkhorst Trading is entitled to rescind the agreement in whole or in part, including any cargo provided in relation to the good(s), which is located on our premises or present in the good(s) sold, and to dispose of the goods concerned in any manner it deems fit, without any compensation whatsoever being due by Bronkhorst Trading. Bronkhorst Trading shall be entitled to recover its claim on client from the proceeds. Any remainder will be held for client for 1 year after the newly stipulated pick-up term for client and client can request payment from Bronkhorst Trading in writing, under submission of evidence, failing which the remainder will revert to Bronkhorst Trading after 1 year had lapsed.
- g. Delivery outside the Netherlands shall be carried out Ex Works (EXW), unless another Incoterm of the International Chamber of Commerce (ICC), most recent edition, is agreed.
- h. Partial deliveries shall be permitted and can be invoiced separately by Bronkhorst Trading. The same applies to services rendered.

11. GUARANTEE/CLAIM

- a. The goods supplied by us shall meet the specifications as set out in the corresponding agreement. No guarantee shall be given, unless otherwise indicated in the agreement and unless a manufacturer's warranty is given in which case Bronkhorst Trading gives no further or other warranty than said manufacturer's warranty. With respect to services, Bronkhorst Trading warrants that the services are rendered properly and to the best of its ability as is customary in the sector and according to the current standards and expertise. If and to the extent we undertake to load cargo in the good(s) at client's request, such is done only by order of client and entirely at client's risk and expense. We do not accept any liability in this respect.
- b. Where client calls upon the guarantee given by Bronkhorst Trading in the corresponding agreement and makes a claim, Bronkhorst Trading shall assess the claim and if applicable, deal with the claim taking into account the provisions in the agreement in this respect. Guarantee claims cannot be transferred to third parties.
- c. Subject to lapse of its claim, client must inspect the goods and services upon delivery in order to evaluate whether there are visible defects. Claims regarding the invoiced amount or visible defects must be made in writing to us within 3 days after receipt or delivery, giving an accurate description of the complaints. For all other claims, a period of 5 days after the defects became known or should have become known shall apply. If client fails to notify us in time as

meant in this article, client loses its right to claim under the warranty. The goods in question must be made available to us upon our first request for examination in the state they are in at the time of the claim.

- d. Claims under the warranty cannot be made if: - we are not given the opportunity to rectify the defects; - the goods have been used for purposes other than for which they are normally intended, or in the opinion of Bronkhorst Trading have been used or transported improperly or have been repaired, altered or adjusted by client or a third party; - the damage has been caused by negligence of client (for example by insufficient or incorrect maintenance or storage) or by client having acted contrary to instructions, indications and advice of Bronkhorst Trading; - the claim relates to parts which are subject to normal wear and tear, parts of which the seal has been broken or accessories; - client has not fulfilled its obligations towards Bronkhorst Trading (both financially and otherwise). - client upon discovery of the defect has failed to take all actions and refrain from all actions to prevent further damage from occurring, for example by continuing to use the goods; - defect of materials or parts which are prescribed or made available by the other party; - defects are the result of designs, drawings, constructions or working methods made available by the client, or , as the case may be, advice provided by the other party.
- e. We never warrant the absence of defects, which are the consequence of complying with any mandatory governmental laws and regulations regarding the nature or the quality of the raw materials and/or materials applied in the delivered goods.
- f. Should client file a warranty claim under this article and the claim is found to be justified by Bronkhorst Trading, Bronkhorst Trading shall at its discretion, replace the goods involved free of charge (after which the replaced goods shall become our property) or repair them or give a price reduction.
- g. The parts delivered as replacement on the basis of this article are again guaranteed subject to the same conditions.
- h. The handling of a claim shall not suspend the payment obligation of client.
- i. Where apart from the cases described above, consideration is given by Bronkhorst Trading to a complaint, this shall be carried out entirely without obligation and client may not derive any rights there from.
- j. Any claim and/or defense, based upon facts that would justify the claim that the goods delivered or services rendered do not comply with the agreement, expires six (6) months after the date of delivery or the date of termination of the services.

12. LIABILITY AND EXCHANGE

- a. Except for intent or willful recklessness on our part or our management (including superior employees) our liability is limited to our guarantee obligations described in article 10 and we are never liable for whatsoever damage, regardless if that claim is based on an agreement concluded with us, unlawful act or otherwise.
- b. In the event that we might be liable for damage, our liability is always limited to direct damage to goods or persons and this never includes any loss of profits or other consequential loss, including loss of revenue, losses due to stoppage, loss of income, incurred losses, personal accidents, damage to or loss of or delay in connection with client's cargo meant to be transported with the good(s) and any other immaterial losses of whatever nature, including damage as a result of liability in relation to third parties.
- c. Bronkhorst Trading shall not be liable for willful intent or (gross) negligence of (non-managerial) subordinates or other parties which are engaged by Bronkhorst Trading under the agreement and for which Bronkhorst Trading can be held liable by law.
- d. Bronkhorst Trading accepts no liability for advice given by or on behalf of Bronkhorst Trading.
- e. Bronkhorst Trading shall not be liable for damage to motor vehicles of client and/or of third parties which are located on its premises.
- f. Bronkhorst Trading stipulates all legal and contractual defenses that it can invoke in respect of its liability towards client also for the benefit of its employees and agents for which it can be held liable by law.
- g. In the event that we might be liable for damage our liability is furthermore limited to the price for which the other party has purchased the product, or, as the case may be, to an amount which is paid by the other party for the assignment.
- h. If we consider there to be grounds which make us decide not to apply the stipulations included in this article, then our liability is at all times limited to that damage and not exceeding that amount for which we are insured for, or, as the case may be, reasonably would have been insured, having regard to the applicable custom in the sector.
- i. Every claim by the other party for compensation of damage and/or rectification of the shortcoming and/or replacement of the goods, on whatsoever basis, lapses on the earliest of the following dates: in case of failure to report in a timely manner or one year after delivery, installation or completion.

- j. The other party is bound to indemnify, respectively reimburse us, with regard to all claims by third parties for compensation for damage, costs or interest for which our liability is excluded in these terms and conditions in the relationship with the other party.
- k. We are never liable for damage caused by incorrect use, mounting and/or installation of the products delivered by us.
- l. We will insure the risk of loss or damage to the goods of the other party, which we hold, for the period that we hold these goods. We are liable for the goods handed over to us by the other party, regardless of which external cause it concerns and regardless of whether the damage or the loss arises during the period that we hold those goods on the basis of an agreement, exclusively insofar as the insurer concerned compensates the damage concerned. 'External cause' does not include the modification of the goods.
- m. If client continues to use an exchanged motor vehicle in anticipation of the delivery of the vehicle ordered by him, such use takes place at client's risk and all costs regarding the first mentioned motor vehicle and any decrease in value thereof are for client's account.

13. FORCE MAJEURE

- a. Force majeure shall mean any circumstance outside the will and control of Bronkhorst Trading, whether or not foreseeable at the time of entering into this agreement, as a result of which Bronkhorst Trading can reasonably no longer be held to fulfil its obligations towards client, such as war, import or export restrictions, governmental measures, lack of raw materials, factory or transport disruptions of any nature whatsoever, strikes, trade prohibitions, actions/measures by customs, including (temporary) closure of specified geographical areas, fire, theft, lockout, lack or extreme sickness absence of personnel, quarantine, epidemics, hold-ups due to frost, default of suppliers or of third parties engaged by Bronkhorst Trading for the performance of the agreement, late delivery by client of cargo that client wishes to transport with the good(s), and other serious disruptions in our company or at our suppliers,
- b. In the event of a force majeure, Bronkhorst Trading shall not be obliged to fulfil its contractual obligations. In such case, we are entitled to perform within a reasonable period of to rescind the agreement in whole or in part, without being liable to pay damages. Client is in the event of force majeure for Bronkhorst Trading entitled to rescind the agreement, after client has granted Bronkhorst Trading a reasonable period within to perform and termination will be provided in writing.

14. CANCELLATION

- a. The client is entitled to cancel the orders placed. Cancellation must be made in writing prior to the agreed delivery date. The other party is obliged to make a payment to us of 20% of the gross sales value of the products on the basis of the cancellation fee within one week from this cancellation. If the other party has not made this payment after one week then we will have the right to inform the other party in writing that we require performance of the concluded agreement. In that event the other party can no longer rely on cancellation.
- b. Orders not taken receipt of can be offered anew to the client. In that event, the invoice amount will be plus the costs incurred, inter alia comprising of storage costs.
- c. Bronkhorst Trading shall be authorized to rescind the agreement in full or in part or to suspend its performance under the agreement, with immediate effect, without judicial intervention, and without prejudice to Bronkhorst Trading's other rights and remedies (to fulfilment and/or damages), if
 - i. client acts in contravention of any provision of the agreement (including these General conditions – Bronkhorst Trading) between parties,
 - ii. client applies for suspension of payment or makes an application for adjudication of bankruptcy
 - iii. bankruptcy of client has been applied for
 - iv. the business of client is shut down or liquidated
 - v. a private composition is offered to client's creditors.In these cases, any and all claims against client shall become immediately due and payable, without Bronkhorst Trading being liable to compensate for damages or to provide a guarantee.
- d. The provision of paragraph c of this article shall also apply if client, after being requested in writing to do so, has failed to provide in Bronkhorst Trading's opinion satisfactory security within seven days. All costs in this respect are for client's account.

- e. If client fails to make payment in time or fails to take delivery during a period of more than 30 days, Bronkhorst Trading is entitled, without being obliged to issue any further notice, to resell the goods, in which case client forfeits any down payment made to Bronkhorst Trading as compensation for losses incurred by Bronkhorst Trading, unless client proves that the losses incurred by Bronkhorst Trading are less than the down payment.

15. PARTIAL NULLITY

In the event that any of the provisions contained in these General conditions – Bronkhorst Trading or in the agreement with client are (partly) invalid and/or unenforceable, the remaining provisions shall continue to be in force to the fullest extent permitted by law. The invalid or non-binding part shall be replaced by provisions which are valid and binding and which come nearest to the intention of the parties and the aimed economic result.

16. PLACE OF FULFILMENT, APPLICABLE LAW, COMPETENT COURT

- a. The place of business of Bronkhorst Trading shall be the place where client must fulfill its obligations towards Bronkhorst Trading.
- b. The provisions of the Vienna Sales Convention do not apply, nor does any future international regulation concerning purchase of movable property of which the operation can be excluded by parties.
- c. The law of the Netherlands applies to all agreements to which these general terms and conditions apply wholly or in part.
- d. All disputes ensuing from or related to the agreement will, insofar as mandatory legal provisions do not object to this, be exclusively submitted to the court of competent jurisdiction in the district of our place of business, unless we, as claimant or applicant party chose a court of competent jurisdiction in the place of residence or business of the other party.
- e. In the event of a (threatening) dispute we will have the right to (have conducted) conduct an assessment by one or more experts at the other party's location.