

General Terms and Conditions for the transport, storage, and delivery of vehicles and/or the provision of services by VAB Automotive Solutions

Article 1 – Definitions

In these terms and conditions, the following terms shall have the meanings ascribed to them below:

Consignee: the person to whom VAB Automotive delivers or hands over goods on behalf of the Client.

VAB Automotive: the limited liability company VAB Automotive Solutions NV, with its registered office in Zwijndrecht and its business address at Pastoor Coplaan 100, 2170 Zwijndrecht, registered in the commercial register of the Chamber of Commerce in Antwerp under number BE 0866.583.053.

Client: the natural or legal person, or their legal successor, for whom or on behalf of whom VAB Automotive performs work and/or provides services.

Agreement: the written agreement concluded between VAB Automotive and Client and signed by each of them, or the written offer/quotation from VAB Automotive signed for approval by the Client.

Conditions: these general terms and conditions.

GDPR: General Data Protection Regulation.

Personal Data: any data (in any form whatsoever) of an identified or identifiable natural person, which one party processes or is required to process for another party.

Article 2 – Applicability

1. These Conditions apply to all legal relationships between VAB Automotive and Client and to all work performed, including the Agreement, insofar as these are not subject to mandatory law.

2. Unless otherwise agreed, the CMR conditions apply to all transport services.

3. The applicability of (general) terms and conditions of the Client is hereby explicitly rejected by VAB Automotive.

4. VAB Automotive reserves the right to unilaterally amend these Conditions. Changes will take effect within thirty (30) days after notification of these changes to the Client. If the Client does not agree with the proposed changes, he is entitled to terminate the Agreement subject to a notice period of 3 months.

5. The provisions applicable to the Agreement if it concerns a legal relationship regarding forwarding are included in these conditions under Chapter I (General Part) and Chapter II (Special Part – Forwarding). The provisions applicable to the Agreement if it concerns a legal relationship regarding the storage of goods are included in these conditions under Chapter I (General Part) and Chapter II (Special Part – Storage).

6. The provisions applicable to the Agreement if it concerns a legal relationship regarding repair, modification and Refurbishment work are included in these conditions under Chapter I (General Part) and Chapter III (Special Part – Repair/Modification/Refurbishment).

7. In the event that the Agreement meets two or more of the legal relationships referred to above in paragraphs 4 to 6 of this article, the provisions of these Conditions given for each of those legal relationships shall apply concurrently, unless these provisions are incompatible or their purport, in connection with the nature of the Agreement, precludes their application.

I. General Part

Article 3 – Quotation

1. Every quotation from VAB Automotive is without obligation and is based on the information provided by the Client, unless explicitly stated otherwise in writing in the quotation.

Article 4 – Agreement

1. The Agreement comes into effect on the day that VAB Automotive receives and accepts the quotation signed for approval by the Client. Acceptance by VAB Automotive will be confirmed to the Client in writing.

2. The initial term of an Agreement is 1 year and takes effect from the conclusion of the Agreement. After the expiry of the term, the agreement is automatically extended for a period of one year, unless one of the Parties wishes to terminate the Agreement with a notice period of 3 months towards the end of a contract period. The Parties are free to deviate from the term in mutual consultation, provided this is agreed upon in writing between the Parties.

3. If no Agreement is concluded between the parties, the Client is obliged to destroy all documents and information that VAB Automotive has made available to the Client for the purpose of the quotation, in a

responsible and confidential manner.

4. The content of the agreement is paramount in conjunction with these general terms and conditions. In case of conflict between provisions in the Agreement and these conditions, the provisions included in the Agreement shall prevail over the provisions of these conditions.

5. Oral promises must be confirmed in writing by VAB Automotive to be legally valid.

6. If one or more provisions of the Agreement, including provisions of these Conditions, are void or are annulled, the Agreement shall otherwise remain in force. Parties will consult about the void or annulled provisions in order to reach a replacement arrangement.

7. Deviations from the Agreement, including provisions of these Conditions, are only valid if they have been explicitly agreed upon in writing. Such an agreed deviation applies exclusively to the quotations, work and agreements for which they were made.

8. If an Agreement ends by operation of law or if an Agreement is terminated prematurely, VAB Automotive reserves the right to invoice for the work already delivered and to charge the Client for any consequential damage from loss of profit. If the agreement is unilaterally terminated, VAB Automotive reserves the right to a fixed compensation of 100% of the agreed work.

Article 5 – Dissolution

1. Each of the parties is entitled to dissolve the Agreement in whole or in part if:

- The service can no longer be performed if the means of transport, with which the transport is usually carried out, is requisitioned by a government measure;

- one of the Parties commits a breach of contract of any significance (including attributable failure to perform the Agreement) and persists therein despite written summons from the other party to perform the Agreement;

- one of the parties has filed for suspension of payments or is in a state of bankruptcy.

Article 6 – Partial Deliveries and Outsourcing

1. VAB Automotive is at all times entitled to perform the Agreement in parts.

2. VAB Automotive is at all times entitled to outsource the performance of the Agreement in whole or in part to third parties, unless the Client expressly objects thereto in writing.

Article 7 – Rates

1. The rates quoted and/or agreed by VAB Automotive are in Euro, unless explicitly agreed otherwise in writing. These prices are exclusive of taxes, including VAT and levies.

2. VAB Automotive has the right to increase the quoted and/or agreed prices in case of an increase in the prices of goods, raw materials or parts to be purchased by VAB Automotive from third parties, wages, social charges, freight, insurance premiums, charges imposed by or on behalf of (semi-)governments (including import and/or transit duties), or other cost price components (including currency changes and fuel prices) and charges, as well as in case work is carried out through no fault of VAB Automotive and outside the normal working hours applicable at VAB Automotive.

3. The proposed price increases referred to in Article 7.2 become effective 30 calendar days after the date of notification and provided there is explicit agreement between both parties. If the parties do not reach an agreement within this 30-day period, each of the parties has the right to dissolve or terminate the Agreement subject to the notice period of 3 months mentioned under Article 4.2, and this has been notified in writing.

4. In the event of a price increase in accordance with paragraph 2 of this article, the same payment terms apply to that price increase as apply to the originally quoted and/or agreed prices, so that the part of the price increase relating to the already expired terms will be immediately due and payable.

Article 8 – Payment

1. All amounts owed by the Client to VAB Automotive must be paid by the Client within a period of thirty (30) days after the invoice date, unless explicitly agreed otherwise in writing and without the Client being



entitled to any right of deduction and/or set-off.

2. Due rates will be charged afterwards by means of a digital collective invoice, whereby various services will be invoiced separately, unless the Parties explicitly agree otherwise in writing.

3. In case of non-payment within 30 days after the invoice date, interest of 12% per year will be due by operation of law and without any notice of default, without prejudice to the compensation determined hereinafter. VAB Automotive Solutions nv. has the right, in case of non-payment, to suspend any service (arising from the connection contract), from day 16 following the written notice of default, provided that this has remained without effect by the Client, and this until full payment of the invoice and the costs provided for therein.

4. Notwithstanding the provisions of paragraph 1 of this article, any amount owed by the Client to VAB Automotive shall be immediately due and payable in full, whereby, notwithstanding the provisions of paragraph 2 of this article, the Client's default shall immediately commence in each of the following cases:

- in the event the Client files for suspension of payments or suspension of payments is granted to the Client;
- in the event the Client's bankruptcy has been filed for or the Client is declared bankrupt;
- in the event an attachment is levied on one or more goods of or at the expense of the Client;
- in the event the Client ceases its business, or a part thereof, alienates it, transfers shares therein to a third party or continues it in any other way or loses control over its business, or a part thereof;
- in the event the Client, if a natural person, dies, is placed under guardianship or if the legal debt restructuring becomes applicable to the Client.

5. All (extra)judicial costs incurred by VAB Automotive in connection with the non-performance, untimely performance and/or improper performance by the Client of its obligations towards VAB Automotive, including (extra)judicial costs in connection with the collection of amounts owed by the Client to VAB Automotive, as well as costs of legal assistance, shall be borne by the Client.

Article 9 – Transfer of Risk, Retention of Title, Right of Retention and Right of Pledge

1. The Client, or a third party under the responsibility of the Client, shall at all times remain the owner of the vehicle.
2. The risk associated with a good to be delivered or collected shall at all times permanently transfer to the Client at the time the goods are received by the Client or the Consignee.
3. VAB Automotive may exercise a right of retention on monies, goods and documents it holds in connection with the Agreement with the Client, for all claims that VAB Automotive has or will acquire against the Client, also with regard to claims that do not relate to those goods.
4. If a dispute arises during settlement about the amount due or if a calculation that cannot be carried out quickly is required to determine it, the person claiming delivery is obliged to immediately pay the part on which the parties agree, and to provide security for the payment of the disputed part or the part whose amount has not yet been determined.
5. A right of pledge shall be established on all goods, documents and monies that VAB Automotive holds or will acquire in connection with the Agreement, in accordance with Article XVII.1 (et seq.) of the Belgian Civil Code, for all claims that VAB Automotive will acquire against the Client and/or the owner and/or the Consignee.
6. VAB Automotive may require the Client to replace the pledged goods with other equivalent security, as assessed by VAB Automotive.
7. VAB Automotive has the option to request security from the Client if the nature of the assignment gives rise thereto. This must be further stipulated in the Agreement.

Article 10 – Force Majeure

1. A shortcoming of VAB Automotive cannot be attributed to it if VAB Automotive is in a state of force majeure.
2. Force majeure is understood to mean: a shortcoming that cannot be attributed to VAB Automotive because it is not due to its fault, nor is it for its account by virtue of law, legal act or generally accepted views, including the case that VAB Automotive is unable to fulfil its obligations under the Agreement due to an (attributable) shortcoming or negligence of third parties. Force majeure also includes:
 - business disruption or business interruption at VAB Automotive of any kind and however caused;
 - delayed or late delivery by one or more suppliers of VAB Automotive;
 - transport difficulties or impediments of any kind whatsoever, whereby the transport from the Client or the Consignee to VAB Automotive or

from VAB Automotive to the Client or the Consignee is impeded or hindered;

- war (danger of), riot, sabotage, epidemics, theft, extreme weather conditions, flood, storm, fire, hail, attacks, occupation of premises, strikes and changed government measures.

3. If damage to the Client's property occurs due to force majeure, the Client shall bear the costs for repairing the damage to the property. Client's property shall also include; the vehicles stored on VAB Automotive's premises.

4. In the event of force majeure, VAB Automotive has the right, within one (1) month after the occurrence or knowledge of a circumstance constituting force majeure, to either change the term of execution or to dissolve the Agreement in whole or in part out of court, without being obliged to pay compensation.

5. After dissolution of the Agreement, VAB Automotive has the right to compensation for the costs already incurred and/or work performed by it.

Article 11 – Liability and Indemnification

1. The liability of VAB Automotive under the Agreement is limited to compensation for direct damage only and is limited to only the obligations described in the Agreement, except in cases of intent and deliberate recklessness of VAB Automotive.
2. VAB Automotive is never liable for business damage, other indirect damage – including (but not limited to) consequential damage and loss of profit – and damage as a result of liability towards third parties.
3. If damage to and/or theft or loss of goods can be attributed to VAB Automotive, liability is limited to the amount paid by the insurer in the relevant case.
4. VAB Automotive is never liable for damage to and/or theft or loss of goods that are in or on the goods and that VAB Automotive holds for whatever reason.
5. The limitation, respectively exclusion of liability for VAB Automotive, for damage suffered by the Client and/or third parties in the context of the execution of the Agreement, also applies and is, if necessary, also stipulated by VAB Automotive for the legal entities working for or on behalf of it, as well as those directly or indirectly employed by it or the latter.
6. The Client is obliged to indemnify VAB Automotive, respectively to compensate it for all claims of third parties for compensation of damage, for which the liability of VAB Automotive in these Conditions is established and excluded in the relationship with the Client.
7. The Client is obliged to guarantee that the consignee or recipient will designate a location for delivery/collection that is legally accessible for VAB Automotive to carry out the delivery activity. If VAB Automotive cannot deliver/load in accordance with the road code and other legal, municipal provisions, the assignment will be charged as a non-performance. The fines/levies that may result from a delivery/load at a location indicated by the Client or its authorised representative, consignee or recipient will be entirely at the expense of the Client.
8. The Client is liable for damage caused by persons whom VAB Automotive has admitted to its premises from the Client's side.
9. The Client is liable for all costs, damages, interest, fines, penalties and forfeitures, including damages due to non-timely or improper clearance of customs documents, which are directly or indirectly the result of the circumstance that the goods, when offered to VAB Automotive, were not accompanied by the required documents or were accompanied by incorrect documents, or are the result of or are in any way related to a circumstance for which VAB Automotive is not liable.

Article 12 – Intellectual Property

1. The Client undertakes not to exploit, apply and/or otherwise use any received information regarding the service (including the associated data and documents) in any way, whether altered or unaltered, for any purpose other than that described in the Agreement.
2. If the use of received information by the Client results in any intellectual property rights and/or similar claims, the Client shall transfer such rights and/or claims to VAB Automotive free of charge and the Client shall provide its full cooperation to such a transfer.
3. VAB Automotive has the exclusive right to disclose, realize and reproduce information, and the Client only has a non-exclusive and non-transferable right of use.

Article 13 – General Data Protection Regulation

1. The Quotation, the Agreement and these General Terms and Conditions of VAB Automotive also apply to all Personal Data that are sent by Parties to each other, made available or received by Parties for the performance of the work.



2. The Personal Data will only be used by the Parties to achieve the purpose of the established work or service.

3. Parties must ensure compliance with the conditions imposed by the GDPR and other laws and regulations on the processing of Personal Data.

4. In the event of a data breach, Parties must provide each other with information about the nature and cause of the breach, which Personal Data have been affected, and which measures a Party has taken to limit possible damage, within 72 hours.

5. Parties shall take appropriate technical and organizational measures to secure Personal Data and keep them secure against loss or any form of careless, unskilled or unlawful processing or use.

6. Parties shall in any case take the following measure to prevent alteration and loss of personal data, such as pseudonymisation, encryption/hashing of digital files containing Personal Data.

7. This measure guarantees an appropriate level of security given the risks involved in processing and the sensitive nature of the Personal Data.

Persoonsgegevens met zich mee brengt.

8. Parties shall keep the Personal Data confidential. Parties shall ensure that the Personal Data do not become directly or indirectly available to third parties. Third parties also include the personnel of the Parties insofar as it is not necessary for them to have knowledge of the Personal Data.

9. Parties shall ensure that their personnel are bound by the confidentiality obligation included in this article.

10. Parties have the right to check compliance with the provisions of this agreement, whereby the costs of the check are borne by the party performing the check. One Party may proceed to do so itself after obtaining the consent of the other party, or it may have this done by an independent chartered accountant, certified IT auditor or other certified auditor.

11. Parties shall ensure that a Data Subject can always exercise their rights arising from the GDPR.

12. Parties bear their own responsibility and are liable for damages resulting from acting in violation of the GDPR.

13. In the context of the GDPR, one Party indemnifies the other Party against claims from third parties.

Article 14 – Disputes and Applicable Law

1. Belgian law applies to the Agreement, as well as to all further agreements arising from, resulting from or related to it. In the event of a dispute, the courts of the Antwerp jurisdiction shall have jurisdiction.

2. In case of translation of these conditions, the Dutch text takes precedence over any other language text.

II. Special Part – Storage

Article 15 – Obligations

1. VAB Automotive is obliged:

- to receive and store the agreed goods at the agreed place, time and manner, accompanied by the documents provided by or on behalf of the Client, and to deliver them to the Client or Consignee in the same condition as they were received, or in the agreed condition, at the agreed place, time and manner.

- to take care of the entrusted goods;

- before receiving goods that are visibly damaged, to ask for instructions from the Client, or, if instructions are not received in time, to refuse receipt of the damaged goods.

- to ensure the security of the premises or space(s) where the goods are or will be stored;

2. The Client is obliged:

- to timely provide VAB Automotive with all information and documents regarding the goods offered for storage, of which he knows or ought to know that they are important for VAB Automotive, unless the Client may assume that VAB Automotive knows or ought to know this information. The Client guarantees the accuracy of the information provided by him.

- to make the agreed goods available to VAB Automotive at the agreed place, time and 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.

- to insure the goods offered for storage against loss, theft and damage.

- to take back the agreed goods from VAB Automotive at the agreed place, time and manner, accompanied by the agreed documents and/or documentation in accordance with point b.

- to oblige the Consignee or recipient of the goods to report immediately visible damage in writing to VAB Automotive at the latest at the time of delivery, and non-immediately visible damage as soon as possible but at

the latest within 2 working days after delivery, failing which any claim for compensation from the Client in this regard shall lapse.

- Not to provide goods that contain (parts of) dangerous substances. VAB Automotive is authorised to perform a control function and, if necessary, to refuse goods.

3. Notwithstanding the provisions of paragraph 1 under sub a of this article, VAB Automotive is at all times authorised to store the agreed goods elsewhere or have them stored elsewhere.

III. Special Part – Repair/Refurbishment/Modification

Article 16 – Delivery Time

1. The time stated by VAB Automotive in the Agreement for the repair, Refurbishment and/or modification work on the goods offered by the Client for repair, Refurbishment and/or modification, is not a strict deadline, but is only given as an approximation.

2. Changes to the Agreement may lead to exceeding any previously stated delivery times. In the event of a change to the Agreement, the delivery time is deemed to have been extended by a non-strict deadline proportional to the agreed changes.

Article 17 – Warranty

1. VAB Automotive guarantees that the work performed by it or outsourced to third parties will be carried out with good craftsmanship, such that VAB Automotive will repair defects that arise within six (6) months after the delivery or collection of the goods and that are solely the result of the Agreement not being performed with good craftsmanship, free of charge at a location indicated by VAB Automotive, unless otherwise agreed in writing.

2. With regard to installed parts that were not manufactured by VAB Automotive itself, the warranty and the warranty period, if applicable, of the relevant supplier or manufacturer apply, with the understanding that this warranty commenced at the moment VAB Automotive acquired the relevant part from the relevant supplier or manufacturer.

3. The warranty described in paragraph 1 of this article does not apply in case of:

- defects that are the result of a treatment and/or exposure of the goods to extreme circumstances not carefully carried out by or on behalf of VAB Automotive, or that are the result of construction faults not made by or on behalf of VAB Automotive during the execution with regard to the goods.

- defects that have arisen due to the use of goods made available to VAB Automotive by the Client, unless the Agreement aims to remedy those defects.

- color differences in the paint layer of the item that are not perceptible to the naked eye in daylight.

- degradation of the paint layer of the item caused by an external factor;

- parts not applied or processed by VAB Automotive.

- defects in goods that, after delivery by VAB Automotive, have not undergone further treatment in VAB Automotive's company, while this treatment was necessary according to good professional practice and of which the necessity was made known by VAB Automotive to the Client in writing at the latest upon delivery or collection of the goods.

- goods or work with regard to which VAB Automotive explicitly states when concluding the Agreement that it cannot agree with a choice of materials, parts and/or working methods prescribed to it by the Client.

- goods to be processed that are in a state that makes it impossible to adequately remedy or remove the existing defects – including corrosion – within the framework of what has been agreed, as well as when the goods have not been pre-processed in VAB Automotive's company.

4. The warranty claim lapses if:

- The Client does not offer the item for assessment/inspection to VAB Automotive within the period set by VAB Automotive, for which assessment/inspection no costs are incurred by the Client.

- The Client does not submit its claim in writing to VAB Automotive with a clear description of the complaints within seven (7) days after discovering visible defects.

- The Client does not give VAB Automotive the opportunity to remedy the defect.

- Work related to the work performed by VAB Automotive has been performed on the item by others without the consent of VAB Automotive, unless the necessity of immediately performing this work can be demonstrated by the Client.

- The Client has not yet paid VAB Automotive all that it still owes to VAB Automotive, for whatever reason.

Article 18 – Replacement of parts

1. The parts and/or materials replaced and/or left behind during the work become the property of VAB Automotive, unless the parties agree



otherwise in writing. In that case, the Client must take receipt of these parts and/or materials immediately after the delivery or collection of the goods.