

# **GENERAL TERMS AND CONDITIONS**

## **CAR PARTS TRADING COMPANY B.V.**

### **1 General**

1. These General Conditions apply to every special offer, quotation or agreement between Car Parts Trading Company B.V., trading as Multikey (hereinafter: MK) and a Buyer, to which MK has declared these conditions of application, insofar as there is no deviation from this in other agreements (such conditions prevail above these conditions). The conditions apply also on agreements with the Buyer, for the implementation of which third parties must be involved by MK.
2. In the event one or several provisions in these general conditions at any moment is/are entirely or partially null and void or should they become cancelled, then the rest of the stipulated in these General Conditions remains entirely applicable. MK and the Buyer will then enter into consultation in order to agree to new provisions for the replacement of the null and void or cancelled provisions, where the objective and intent of the original provisions are observed as much as possible.
3. In the event there is lack of clarity on the explanation of one or more provisions of these general conditions, then the explanation must take place in the spirit of these provisions. Likewise it is applicable that, in the event that a situation occurs between parties that is not regulated in these general conditions, that situation will be assessed in the spirit of these general conditions.
4. In the event MK does not always require strict compliance with these conditions, such does not mean that the provisions of it do not apply, or that MK to any degree would lose the right to require the exact compliance of the provisions of these conditions in other cases.

### **2 Quotations and special offers**

1. All quotations and offers of MK are free of engagement. A quotation or offer expires if, in the meantime, the product to which the quotation or the offer is related is no longer available.
2. MK cannot be held to its quotations or offers when the Buyer can reasonably understand that the quotations or offers, or a component of them, contain an apparent mistake or writing error.
3. The prices mentioned in a quotation or offer are exclusive of VAT and other levies by the government, costs necessary within the framework of the agreement, included shipment and administrative costs, unless indicated otherwise.
4. In the event that the acceptance (on inferior points or not) deviates from the offer included in the quotation or the offer, MK will not be held to that. In that case the agreement does not come about in accordance with this deviating acceptance, unless MK indicates otherwise.

### **3 Duration of the contract, delivery times and deliveries, implementation/modification agreement**

1. The agreement between MK and the Buyer is contracted for an indefinite period, unless otherwise resulting from the nature of the agreement or in the event parties explicitly and in writing agree otherwise.
2. If MK needs data from the Buyer for the implementation of the agreement, the implementation period will not commence earlier than after that the Buyer has made these available correctly and entirely to MK.
3. Delivery periods can only be indicated approximately and are not binding. Exceeding of the period gives no right to annulment of the agreement or damages on the side of the Buyer. Delivery occurs ex works from MK, unless agreed otherwise. The Buyer is obliged to purchase the items the moment these are made available to him. If the Buyer refuses the purchase or is negligent with the supplying of information or instructions which are necessary for the delivery, MK will be entitled to act on its own insight for the account and risk of the Buyer.
4. MK charges a freight contribution on various orders at the amount of/as mentioned in our Web catalogue. These tariffs are binding and are charged at invoicing. MK has the right to change the method of shipment or these tariffs at any moment considered desirable by them.
5. Should the Buyer remain in default of the good compliance with that which he is held to towards MK, the Buyer will be liable for all damages (including the costs) on the side of MK directly or indirectly occurring as a result of this.
6. If MK agrees a fixed price with the Buyer, MK will nevertheless be entitled at any time to increase this price without the Buyer in that case being entitled to cancel the agreement for that reason, if the increase of the price results from an authority or obligation in pursuance of the law or legislation or on other grounds which could not reasonably have been foreseen at the contracting of the agreement.

## **4 Security**

The responsibility with regard to the monitoring of the legitimacy of the order, among other things, yet not exclusively the monitoring of the property of the vehicle to which end the order serves, rests in all cases and entirely with the ordering party. In all cases the ordering party will check the legitimate property of the vehicle in question by means of official documents (identity papers in combination with registration certificate).

## **5 Examples/Images**

If MK has shown or supplied an example, including the photographs and/or images in the MK Web catalogue, this is assumed to have only been shown or supplied as an indication. The qualities of the items to be provided can deviate from the photograph or image.

## **6 Force Majeure**

1. MK is not held to comply with any obligation towards the Buyer if it is impeded to this end as a result of a circumstance which it cannot be deemed culpable, nor comes at its expense under the law, an act of law or conceptions applicable in traffic.
2. Under force majeure in these general conditions is understood, in addition to what is understood with regard to this in the law and jurisprudence, all causes coming from outside, foreseen or non-foreseen, on which MK cannot exercise any influence, yet as a result of which MK is not able to comply with its obligations. Strikes within the company of MK or third parties included.
3. During the period that supremacy lasts MK can postpone the obligations from the agreement. Should this period last longer than two months, then each of the parties will be entitled to annul the agreement, without obligation to compensation of damage to the other party.
4. Insofar as meanwhile MK, at the time of the occurrence of supremacy, has partially complied with or will be able to comply with its obligations from the agreement, and an independent value applies to the part complied, respectively to comply with, MK will be entitled to separately invoice the part already complied, respectively to comply with. The Buyer is obliged to satisfy this invoice as if there was a situation of a separate agreement.

## **7 Payment and collection costs**

1. Payment must occur within 30 days after invoice date, in a way to be indicated by MK in the currency used in the invoice, unless differently indicated by MK in writing. MK is entitled to invoice periodically.
2. If the Buyer remains in default in the timely payment of an invoice, the Buyer will be in default by right of law. The Buyer is then payable an interest of 1% per month, unless the legal interest is higher, in which case the legal interest is payable. The interest on the claimable amount will be calculated as from the moment that the Buyer remains in default up to the moment of satisfaction of the entirely payable amount.
3. MK is entitled to use the payments made by the Buyer in the first place to deduct from the costs, subsequently to deduct from the resulting interest and finally in deduction of the principal sum and the running interest.
4. MK can, without remaining in default as a result of this, refuse an offer to payment, if the Buyer designates another order for the assignment of the payment. MK can refuse complete payment of the principal sum, in the event, with this, the resulting interest and the current interest and collection costs are not also satisfied.
5. The Buyer is never entitled to offset the amount payable by him to MK.
6. Objections against the level of an invoice do not postpone the payment obligation. The Buyer who is not due appeal on section 6.5.3 (Article 231 up to and including 247 book 6 Civil Code) is also not entitled to postpone the payment of an invoice for another reason.
7. In the event that the Buyer fails to or remains in default in the (timely) compliance with his undertakings, then all reasonable costs for acquisition extrajudicial satisfaction are at the expense of the Buyer. Extrajudicial costs are calculated on the basis of what is usual in the Dutch collection practice. However, in the event MK have has made higher costs for the collection than which was reasonably necessary, the actually made costs qualify for compensation. The possibly made judicial and execution costs will also be recovered from the Buyer. The Buyer is also chargeable interest over the payable collection costs.

## **8 Guarantee and Liability**

*(Possible provisions within the European legislation in this area prevail)*

1. Items provided by MK comply with the usual requirements and standards which can reasonably be made on them at the moment of delivery and for which they are intended under normal use in the European Union.
2. MK guarantees that items sold by them are free of design, material and production errors, for a period of 12 months after delivery.
3. the guarantee for provided goods and/or performed services generally does not extend further than to repair provided goods or the free delivery of new components (direct damage). Such to the judgment of MK.
4. Consequence or indirect damage, and/or extension compensation cannot be recovered from MK. Possible liability of MK never extends to consequence or indirect damage, and is in any case always restricted to the amount of the payment of the MK insurer in occurring cases. MK is not liable for damage of any nature whatsoever, arisen because MK has assumed incorrect and/or incomplete data provided by or on behalf of the Buyer.
5. In the event that the guarantee stated in paragraph 2 applies and the item shows a deficiency, MK will repair and/or replace the item within 30 days after the Buyer has communicated such in writing.
6. Products, which are sent to us for guarantee assessment must be delivered to MK for free and for own risk. The consignment of these products must take place in consultation with MK and in a soundly packed manner.
7. The guarantee expires in the event the Buyer has caused damage through an incorrect treatment or incorrect assembly/construction of a guaranteed item. Under incorrect treatment, assembly/build-in, is understood amongst other things: build-in and or assembly errors, and/or improper use.
8. The Buyer must demonstrate that the item shows a deficiency for which this guarantee applies within the guarantee period.
9. Each claim on a guarantee expires, if third parties, without written authorisation of MK, carry out or have carried out repairs or activities on the delivered goods.
10. After expiration of the guarantee period all costs for repair or replacement, including administration and shipment costs will be charged to the Buyer.

## **9 Deficiencies, Periods of complaint**

1. The Buyer must (have) examine(d) the purchased item at delivery or as quickly as possible afterwards. The Buyer must check whether the delivered item answers to the agreement, namely:
  - Whether the correct item has been delivered;
  - Whether the delivered items are in accordance with what has been agreed with regard to quantity (for example the number and the quantity);
  - If the delivered items comply with the agreed quality requirements or, if these are lacking, with the requirements which can be made for normal use and/or trade objectives.
2. In the event visible deficiencies or faults are observed, the Buyer must communicate this in writing to MK within 8 days after delivery. At a later notification, the Buyer is no longer entitled to compensation.
3. The Buyer must communicate non-visible deficiencies in writing to MK, within 8 days after detection and delivery.
4. Also in the event the Buyer complains in time, his obligation to payment and purchase of made orders continues to exist. Items can only be returned to MK after prior written authorisation.
5. MK is not responsible for incorrect registration orders received over telephone and/or fax. These orders are excluded from the return procedure with refund of money, unless MK decides to accept such. Customers are requested to check data immediately after registration.
6. After spare parts have been returned to Car Lock Systems, ownership-transfer to MK has taken place.

## **10 Postponement, Annulment and interim cancellation of the agreement**

1. MK is authorised to postpone the compliance with the obligations or to annul the agreement in the event:
  - The Buyer does not, completely or not timely, comply with the obligations from the agreement;
  - The Buyer does not completely comply with claimable obligations from cohesive agreements;
  - After contracting the agreement MK finds out about circumstances that give good grounds for fear that the Buyer will not comply with the obligations;
  - The Buyer, at the contracting of the agreement, has been requested to provide standing surety for the compliance of his obligations resulting from the agreement and this surety is failing to occur or is insufficient;
  - If, through the delay on the side of the Buyer it can no longer be required from MK that they will comply with the agreement against the initially agreed conditions, MK will be entitled to annul the agreement.

2. In addition to this, MK is authorised to annul the agreement if circumstances occur which are of such a nature that compliance with the agreement is impossible or if there occur otherwise circumstances which are of a nature that the unaltered maintenance of the agreement in all reasonability cannot be required from MK.
3. If the agreement is annulled, the claims of MK on the Buyer will be immediately claimable. If MK postpones the compliance with the obligations, it preserves its claims based on law and the agreement.
4. If MK proceeds to postponement or annulment, it is in no way whatsoever held to compensation of damage and costs arisen as a result of that.
5. If the Buyer is accountable for the annulment, MK will be entitled to compensation of the damage, including the costs directly and indirectly arisen as a result of this.
6. If the Buyer does not comply with his obligations resulting from the agreement and this non-compliance justifies annulment, MK will be entitled to immediately and as of immediate cancel the agreement, without any obligation on their part, to payment of any damages or compensation, whereas the Buyer is obliged, on account of default, to payment of damages or compensation.
7. In the event the agreement is cancelled interim by MK, MK will conduct consultation with the Buyer about activities further to be performed with regard to the agreement in question, including possible transfer to third parties. This unless the Buyer is accountable for the cancellation. In the event a possible transfer of the activities to third parties results into extra costs for MK, these will be charged to the Buyer. The Buyer is obliged to satisfy these costs within the period stated for that, unless otherwise indicated by MK.
8. In the event of a liquidation, of (a request for) suspension of payment or bankruptcy, of attachment - if and insofar the attachment has not been cancelled within three months - at the expense of the Buyer, of debt restructuring or another circumstance as a result of which the Buyer can no longer freely dispose of his capital, MK will be free to cancel the agreement immediately and as of immediate, without any obligation on its part to payment of any damages or compensation. In that case the claims from MK on the Buyer are immediately payable.
9. If the Buyer cancels a placed order entirely or partially, the items ordered or prepared for that order, multiplied with possible supply, removal and delivery costs of that, and the labour time reserved for the implementation of the agreement, will integrally be charged to the Buyer.

## **11 Ownership reservation (Retention of title)**

MK reserves the ownership of the delivered goods, until the purchase price of these goods has been paid in full by the Buyer.

## **12 Increase of price**

MK is entitled, at any given moment chosen by them to change the prices as noted in the Web catalogue. Increases in the price are valid as from the moment that these are as such visible on the Website.

## **13 Applicable Law**

Dutch law applies on every agreement between MK and the Buyer.

## **14 Location and modification of conditions**

The conditions are registered with the Chamber of Commerce.