

GENERAL TERMS AND CONDITIONS SINATEC EUROPE B.V.

Article 1: Definitions

In these general terms and conditions, the following terms have the following meaning, unless explicitly stated otherwise:

<u>Offer:</u>	all offers, quotations from Sinatec to the Customer, not via the Webshop / User Account;
<u>Order:</u>	an offer from the Customer to Sinatec via the Webshop / User Account for the purchase of Products;
<u>Deficiency:</u>	any deviation of the Products from the specifications and any other failure of the Products to function properly;
<u>Customer:</u>	any natural or legal person who enters into an Agreement with Sinatec in the course of his business;
<u>Agreement:</u>	any Agreement concluded between Sinatec and the Customer, any amendment or addition thereto, as well as all (legal) acts in preparation and / or in implementation of that Agreement, regarding the sale and delivery of the Product;
<u>Price:</u>	all payments for a service provided by Sinatec, regardless of its nature;
<u>Product:</u>	the car parts and consumables in the broadest sense of the word;
<u>Sinatec:</u>	the private company with limited liability Sinatec Europe B.V., registered with the Chamber of Commerce under number 20131732, as well as its legal successors under general or special title and the other group companies belonging to it;
<u>User Account:</u>	free registration of a Customer on the Website;
<u>Conditions:</u>	these general terms and conditions;
<u>Website:</u>	www.sinatec.com , at least other websites owned by Sinatec;
<u>Webshop:</u>	www.europe@sinatec.com , at least sales.europe@sinatec.com , at least other websites owned by Sinatec.

Article 2: Applicability

- 2.1 These Terms and Conditions apply to all Offers, User Accounts, Orders and Agreements issued or concluded by Sinatec regarding the sale and delivery of Products, all this insofar as the parties have not explicitly deviated from these Terms and Conditions in writing.
- 2.2 Any conditions of the Customer do not apply.
- 2.3 Insofar as any provision of the Agreement would conflict with any provision of the Terms and Conditions, the provisions of the Agreement will prevail.
- 2.4 The possible nullity or nullity of a stipulation in these Conditions leaves the validity of the other stipulations intact. Furthermore, such a clause will be deemed valid between the parties that, permitted by law, comes closest to the scope of the null and void clause.
- 2.5 Sinatec has the right to change the Conditions unilaterally.
- 2.6 The text of the Conditions is available in the English and Dutch language. Should there be any discrepancy in the different language versions, the Dutch version of the Terms and Conditions will prevail at all times.

Article 3: Offers, quotations and agreements

- 3.1 All Offers are without obligation, unless the Offer specifies a term for acceptance or is otherwise irrevocable by its nature.
- 3.2 Agreements, as well as amendments and additions thereto, are only concluded when the written acceptance of the Offer by the Customer has reached Sinatec or Sinatec has commenced the performance of the Agreement.
- 3.3 Sinatec has the right at all times to revoke its Offer within five working days after receipt of the written acceptance of the Customer.
- 3.4 If the acceptance by the Client deviates from the Offer, the Agreement will only be concluded for the part that the Offer and the acceptance correspond, unless Sinatec indicates otherwise.
- 3.5 If the Customer makes an offer to Sinatec, the Agreement will be concluded if Sinatec accepts the offer in writing or orally, or if it implements the Agreement.
- 3.6 The models, demos, images, rates, numbers, sizes, specifications, weights or descriptions shown in the Offer are not binding. The Client cannot derive any rights from this. Sinatec reserves the right to replace the models, images etc. shown for equivalent Products.

Article 4: User Account

- 4.1 The Customer can request a User Account. All information provided by the Client must be completed completely, truthfully and accurately. Any future changes to the information provided must be communicated without delay, especially when the Client is no longer acting in the exercise of his profession or business.
- 4.2 Sinatec will check the application for a User Account and, if it so wishes, check the creditworthiness of the Customer. Sinatec is never obliged to accept a Customer's request.
- 4.3 If the Customer acts in violation of applicable law, these Terms and Conditions or other applicable contractual conditions, Sinatec reserves the right to block access to (certain aspects of) the Webshop in order to temporarily prevent the Customer from using the To suspend the User Account, to irrevocably delete the User Account or to take other measures that Sinatec considers reasonably appropriate (virtual domestic authority).

- 4.4 The Customer can cancel his User Account at any time without giving any reason. The termination releases the Customer from the obligations that he has already entered into under the Agreement.
- 4.5 The Customer is not permitted to transfer his User Account and the resulting rights and obligations to third parties without our prior written consent.
- 4.6 The Customer is obliged to keep his login details secret and to limit access to his User Account in an appropriate manner. In particular, the Customer is obliged to protect his login details against loss, theft and unauthorized use. The Customer is obliged to immediately inform Sinatec in writing (fax or e-mail) in the event of loss, theft or unauthorized use of his User Account. Until Sinatec has received such notification, the use of the User Account is deemed to have been approved by the Customer and all purchases made with the User Account are deemed to be binding on the Customer and in its name and for its account. conducted.
- 4.7 If the Client acts in violation of any obligation under this article, more in particular articles 4.5 and 4.6 of these Conditions, the Client will owe Sinatec an immediately payable fine of EUR 1,500 (one thousand five hundred euros) per violation without further notice of default Sinatec's right to claim compensation for all damages suffered.

Article 5: Order via the Webshop

- 5.1 The Products shown in the Webshop serve as an invitation to make an offer to buy by the Customer.
- 5.2 The Customer places an order on the Webshop (whether or not using his User Account). By clicking on the button: "Send order", the Customer places his Order.
- 5.3 Sinatec will confirm receipt of the Order to the Customer as soon as possible. In addition, Sinatec will send the Customer a link to these Conditions, or at least send a pdf of the Conditions. The confirmation of receipt does not count as an acceptance of the Order, unless expressly stated in the confirmation of receipt. Sinatec is not obliged to accept an Order. The Agreement is only concluded if Sinatec accepts the Order in writing or implements the Agreement.
- 5.4 The models, demos, images, rates, numbers, sizes, specifications, weights or descriptions shown in the Webshop are not binding. The Client cannot derive any rights from this. Sinatec reserves the right to replace the models, images etc. shown for equivalent Products.

Article 6: Prices

- 6.1 The Price in the Offer and in the Webshop is in euros exclusive of VAT and other government levies, fees, taxes, shipping costs, administrative costs, packaging costs, any additional costs for small orders, unless Sinatec has explicitly indicated otherwise.
- 6.2 Sinatec may unilaterally pass on to the Customer any increases in the Price and (additional) costs that arise, for example, but not exclusively because price-determining factors change and / or arise from additions, adjustments or changes to the Agreement made at the request of the Customer.
- 6.3 A composite quotation does not oblige Sinatec to perform part of the Agreement against a corresponding part of the quoted Price.

Article 7: Implementation of the Agreement

- 7.1 If and insofar as required for the proper execution of the Agreement, Sinatec has the right to have work or deliveries carried out by third parties. All this at the discretion of Sinatec.
- 7.2 The stated delivery times are always considered to be approximate and will never be regarded as a deadline, unless explicitly agreed otherwise in writing. In the event of delay in the delivery / completion, Sinatec must be given written notice of default and Sinatec must be given a reasonable period of at least four (4) weeks to still comply with its obligations. The performance of the Agreement will only commence after the Client has made all data, approvals, permits, etc. necessary for the performance of the Agreement available to Sinatec.
- 7.4 Only if Sinatec is in default with regard to the delivery, the Customer is entitled to invoke the fine on the basis of which Sinatec does not forfeit to the Customer for the total delay an amount greater than 3% of the price of the Products whose delivery is delayed. is. The penalty replaces the Customer's right to claim compensation or to demand dissolution of the Agreement.

Article 8: Delivery, Transfer of risk

- 8.1 Delivery of Products takes place ex works, unless the parties have agreed otherwise.
- 8.2 If Sinatec delivers the Products, this will always take place at the last known delivery address given by the Customer to Sinatec.
- 8.3 Sinatec reserves the right to make partial deliveries of Products.
- 8.4 If Sinatec arranges for delivery / shipment of the Products, this will be entirely at the expense and risk of the Customer. The Client must take out proper insurance, unless the parties have agreed otherwise. Sinatec will always charge the Customer separately for all related costs, such as transport costs, insurance costs, packaging costs, cash on delivery costs.
- 8.5 The Customer must accept or receive the Products immediately after their completion or delivery term. .

8.6	If the Products have not been taken after completion or after the delivery period has expired, the Products (if storage options allow this) will be stored by Sinattec at the expense and risk of the Customer. In the event of late purchase, the Customer forfeits an immediately payable fine of 10% of the Price and Sinattec is entitled to dissolve the Agreement after a period of three (3) days after the expiry of the delivery term, without prejudice to Sinattec's right to compensation and without prejudice to Sinattec's right to proceed with the sale of the Products to third parties. The damage that Sinattec suffers on resale, such as loss of turnover, amounts to at least the total Price.
8.7	If the Customer refuses to receive the Products, the claims of Sinattec, including costs of transport and storage, on the Customer are immediately due and payable.
8.8	In case of export abroad, payment must be received by Sinattec prior to delivery.
8.9	The Customer warrants that if an import certificate or permit is required for the export of the Products to the country of destination, such an import certificate or import permit has been or will be obtained prior to shipment, failing which the Customer for the resulting damage. is liable.
8.10	The risk of loss or damage to the Products transfers to the Customer at the moment when these Products have been legally and / or actually delivered to the Customer and thus have been brought under the control of the Customer or a third party to be designated by the Customer. when the Products are ready for delivery, all this after the Customer has been notified thereof in writing.
Article 9:	Retention of title
9.1	All Products delivered by Sinattec remain the property of Sinattec until the Customer has paid the Price as well as any other claim of Sinattec as referred to in Article 3:92 paragraph 2 of the Dutch Civil Code.
9.2	The Customer undertakes to insure the Products delivered subject to retention of title and to keep them insured against fire, explosion and water damage, as well as against theft, and to make the policy of this insurance available for inspection at Sinattec's first request. The Client is obliged to pledge all claims of the insurers with regard to the goods delivered under retention of title to Sinattec at the first request of Sinattec in the manner prescribed in Article 3: 239 BW.
9.3	The Client is obliged to regard the goods delivered under retention of title as the property of Sinattec and to handle them with due care.
9.4	The Customer is not authorized to sell, pledge or otherwise encumber the Products subject to retention of title.
9.5	If third parties seize the Products delivered under retention of title or wish to establish or assert rights thereon, the Customer is obliged to notify Sinattec as soon as possible.
9.6	In the event that Sinattec wishes to exercise its property rights referred to in this article, the Customer gives unconditional and irrevocable permission to Sinattec or third parties to be designated by it to enter all those places where the properties of Sinattec are located and those Products also on pain of forfeiture to Sinattec of a fine of 20% of the replacement value of the Products per day.
9.7	The Customer is furthermore obliged to establish a right of pledge on Sinattec's first request as referred to in Article 3: 239 of the Dutch Civil Code and the manner prescribed therein on the claims on third parties arising from the sale of the Products delivered by Sinattec.
Article 10:	Duty to complain
10.1	The Customer is obliged to inspect all delivered Products immediately after delivery for visible Defects. Visible Defects must be reported in writing immediately, or in any case within twenty-four (24) hours after completion or delivery.
10.2	Invisible Defects must be reported to Sinattec in writing by the Customer within fourteen (14) days after he has discovered or should reasonably have discovered the Defect.
10.3	Complaints must contain a description of the Shortcoming that is as detailed as possible, so that Sinattec is able to respond adequately.
10.4	After expiry of the periods stated in Articles 10.1 and 10.2, the Customer can no longer rely on the fact that the Product delivered does not comply with the Agreement.
10.5	The following situations can never give rise to any complaint: <ul style="list-style-type: none"> ● deviations in color, specification, weight and size of less than 10%; ● the typesetting, printing or writing errors stated in the Offer, in the Webshop or in the price list.
10.6	A complaint does not affect the (other) obligations of the Customer under the Agreement, such as but not limited to the obligation to purchase and pay for the Product.
10.7	Damage to the packaging or product must be noted on the packing slip / consignment note upon delivery and reported to Sinattec in writing within 24 hours.
Article 11:	Force majeure
11.1	In these Conditions, force majeure is understood to mean: any circumstance beyond the control of Sinattec, which prevents the normal performance of the Agreement. This also includes strikes, illness of personnel, import, export and transport bans, government measures, non-delivery or late delivery by suppliers and damage to the required production and / or transport resources, computer and power failures, viruses, traffic congestion, bad weather conditions. , theft, fire.

11.2	If a force majeure situation as referred to in the previous paragraph of this article occurs, Sinattec is entitled to have the delivery or completion take place as much later as the force majeure lasts. If a temporary impossibility to perform lasts longer than eight (8) weeks after the time at which the delivery / completion was intended, the parties have the right to dissolve the Agreement in writing, without Sinattec being liable to pay compensation to the Client. If performance by Sinattec is permanently impossible as a result of force majeure, the parties are also entitled to dissolve the Agreement, without Sinattec being liable to pay compensation to the Customer.
11.3	In the event of dissolution on the basis of the provisions of this article 11, Sinattec is entitled to demand payment for the part of the Agreement that has already been performed before the circumstance causing the force majeure has become apparent.
Article 12:	Payment
12.1	Unless otherwise agreed in writing, payments of (advance) invoices must be paid within the agreed term in a manner indicated by Sinattec in the currency in which the invoice is made. If the parties have not agreed on a method of payment, payment must be made within 30 days of the invoice date. The Customer has no authority to suspend and / or set off.
12.2	If the Client believes that invoices are incorrect, it must notify Sinattec in writing within eight (8) days of the invoice date. If this term is exceeded, the Customer is deemed to have accepted the invoices as correct. Unless the inaccuracy of the invoices is acknowledged in writing within the payment term, the Customer must pay the invoice amounts within the agreed payment term.
12.3	If the Customer fails to pay within the agreed term, the Customer is in default by operation of law. From that moment until the day of full payment, the Client owes an interest of 1% per month or part thereof, unless the statutory commercial interest under Article 6: 119a of the Dutch Civil Code is higher, in which case the highest interest applies.
12.4	All extrajudicial and judicial costs that Sinattec has to incur in order to collect its claim against the Client will be borne by the Client. The extrajudicial costs amount to at least 15% of the amount to be collected, with a minimum of € 125.00.
12.5	The Client agrees that Sinattec can send invoices in electronic form.
Article 13:	Warrenty
13.1	The Products sold and delivered by Sinattec have those specifications and technical requirements set by the manufacturer of the Product and are free from Defects.
13.2	In the event that a Product shows a Defect, Sinattec is never obliged to more than follows from the warranty given by the manufacturer / supplier with regard to the Product.
13.3	Any claim against Sinattec, except those expressly acknowledged by Sinattec in writing, will lapse by the mere lapse of twelve months after that claim has arisen.
13.4	As long as the Client does not fulfill its obligations arising from the Agreement, it cannot invoke this warranty provision.
13.5	Nor can the Customer invoke the warranty if: <ul style="list-style-type: none"> a. a Defect, in whole or in part, is the result of unusual, improper, or careless use of the Product; b. the Product has been modified, treated or processed; c. the Product has been transferred to third parties; or d. At the instigation of the Customer, Sinattec has used certain raw materials, packaging and the like for the Products, which caused the defect.
13.6	If the Customer makes a claim on the warranty obligation in Article 13.2, he submits a request to that effect using the "Returns and Guarantees" form on the Website. At the request of Sinattec and at its own expense and - if possible - in the original packaging, the Customer will return the Defective Product to Sinattec, unless the Defective Product is not suitable for shipment in the condition it is in at that time.
13.7	Activities, including research activities, after an incorrectly invoked warranty by the Client will be charged to the Client.
Article 14:	Liability
14.1	Sinattec's liability in connection with Defective Products it supplies is limited to the fulfillment of the warranty obligations described in the previous article, unless the damage suffered was caused by intent and / or gross negligence on the part of Sinattec.
14.2	In all cases in which Sinattec, despite the provisions of paragraph 2, is obliged to pay compensation, Sinattec is only liable for damage that is the direct and exclusive result of a circumstance attributable to it, whereby the extent of Sinattec's liability is always limited to the invoice amount for the Defectively delivered Products.
14.3	Sinattec is never liable for: <ul style="list-style-type: none"> ● indirect damage, such as loss of profit, consequential damage and / or trading loss; ● shortcomings of the auxiliary persons engaged by it, not even in the case of intent or gross negligence on the part of these auxiliary persons; ● deviations, damage, errors and defects due to incorrect assembly or use by the Customer or a third party.
14.4	The Client fully indemnifies Sinattec against claims from third parties if and insofar as these claims are related to the Agreement entered into between Sinattec and the Client. The indemnification also includes all judicial and extrajudicial costs of Sinattec.

Article 15:	Fines
15.1	Where a clause is included in these Conditions or otherwise in an Offer and / or Agreement on the basis of which the Customer owes Sinatec a fine, this fine explicitly does not replace the additional and / or replacement compensation paid by the Customer. is due to Sinatec on the basis of the law (as referred to in Article 6:92 paragraph 2 of the Dutch Civil Code).
Article 16:	Intellectual ownership
16.1	Sinatec reserves the rights and powers it is entitled to under intellectual property law and the Copyright Act, unless the parties agree otherwise.
16.2	All statements on the Website and Webshop are the property of Sinatec or its suppliers or licensors.
16.3	All Products sold, designs, sketches, drawings, files, software, parts and brochures provided by Sinatec are exclusively intended to be used by the Customer and may not be reproduced, resold, edited, modified or copied by him without the prior consent of Sinatec. , reproduced, made public or brought to the notice of third parties, unless the nature of the Products sold and / or documents provided dictates otherwise.
Article 17:	Confidentiality
17.1	The Client and its personnel are obliged to observe strict confidentiality with regard to all information that Sinatec has provided to the Client (in the Offer), the Products and the company of Sinatec in the broadest sense of the word, which they have in connection with the Agreement or the execution thereof, including the nature, reason and result of the work performed by Sinatec. The Client guarantees the fulfillment by its personnel of this confidentiality obligation.
17.2	If the Client does not or not fully comply with the obligation referred to in paragraph 1 of this article, he will owe Sinatec an immediately due and payable fine of EUR 25,000.00 per event as a result of this single fact.
Article 18:	Cancel and return
18.1	If the Customer wishes to cancel an Agreement, Sinatec will charge a contractual penalty of 20% of Price as cancellation costs.
18.2	Cancellation is done by registered letter.
18.3	Contrary to what is stipulated in paragraph 1 of this article, an Agreement concluded with Sinatec with regard to Products purchased and / or produced specifically for the Customer and / or in accordance with the Customer's specifications, whether or not , cannot be canceled. The Customer is obliged to purchase these Products and to pay the sales price to Sinatec.
18.4	If a Product is (temporarily) unavailable, the Client will be notified of this from Sinatec no later than one month after the conclusion of the Agreement. In that case, the Customer can cancel the purchase of the relevant Product free of charge. If the Customer has already paid for the Product to Sinatec, a refund will be made to the Customer or a settlement will take place.
18.5	After Sinatec has delivered the Products, the Customer can, within 21 days of the invoice date, submit a request for the return of the delivered Products, stating the reason using the "Returns and Guarantees" form on the Website. Sinatec will assess a request for return and agree or not. Sinatec has the right to impose conditions on the return.
Article 19:	Cancellation, suspension and termination
19.1	In the following cases, Sinatec's claims become immediately due and payable: <ul style="list-style-type: none"> a. the Client is filed for bankruptcy or a request for suspension of payments is filed; b. attachment is levied against the Client; c. the Client discontinues or transfers its business or a significant part thereof, including the contribution of its business to a company to be established or an existing company, or proceeds to change the objectives of its business; or d. the Client is in default with regard to the fulfillment of an Agreement concluded with Sinatec; and Sinatec has the authority to suspend the fulfillment of its obligations (in whole or in part) until the Client has provided security for the fulfillment of its obligations or to dissolve the Agreement, whereby the Client is liable for all damage suffered and to be suffered by Sinatec .
19.2	During the execution of the Agreement, Sinatec is entitled to suspend the fulfillment of its obligations until the Client has provided security for the fulfillment of all its obligations under the Agreement at the request and to the satisfaction of Sinatec. The Client's refusal to provide the required security entitles Sinatec - without prejudice to the right to fully compensate damage - to dissolve the Agreement.19.3 Na het sluiten van de Overeenkomst is Sinatec bevoegd de nakoming van de verplichtingen op te schorten of de Overeenkomst te ontbinden, indien zij gegronde redenen heeft om te vrezen dat de Klant de verplichtingen uit hoofde van de Overeenkomst niet, niet tijdig of niet volledig zal nakomen. In dit geval is ontbinding/ opschorting slechts toegelaten voor zover de tekortkoming haar rechtvaardigt.
19.4	Furthermore, Sinatec is authorized to immediately terminate the Agreement in writing if circumstances arise of such a nature that fulfillment of the Agreement is impossible or, according to standards of reasonableness and fairness, can no

longer be required, or if circumstances arise in a different manner. nature that unaltered maintenance of the Agreement cannot reasonably be expected.

Article 20:	Applicable law and choice of forum
20.1	The legal relationship between Sinatec and the Customer is governed by Dutch law. The Vienna Sales Convention is excluded.
20.2	The Dutch court has exclusive jurisdiction. The West-Brabant-Zeeland court has exclusive jurisdiction to hear disputes between parties.