

## GENERAL TERMS AND CONDITIONS

### for members of RAI CarrosserieNL (division of RAI Vereniging)

#### 1. Definitions

Several major concepts in these Conditions are defined as follows:

- 1.1. *User*: any company, affiliated to RAI CarrosserieNL, which uses these conditions as part of the agreement with its counterparty.
- 1.2. *Counterparty*: the client, company or consumer, who/which in connection with the agreement gives instructions to the user to carry out activities.
- 1.3. *Company*: the counterparty acting in the course of its professional or business operations.
- 1.4. *Consumer*: the counterparty being a natural person and not acting in the course of professional or business operations.
- 1.5. *Parties*: the user and the counterparty.
- 1.6. *Offer*: a written invitation from the user to the counterparty in order to enter into an agreement.
- 1.7. *Agreement*: an arrangement between the parties concerning activities of the user for the counterparty.
- 1.8. *Conditions*: these General Conditions of RAI CarrosserieNL, forming part of the agreement.
- 1.9. *Object*: the movable property to which the agreement relates, such as a car, light goods vehicle, trailer and any part of or for a vehicle.
- 1.10. *In writing*: via e-mail, app, text message, mail, fax or other readable means of communication.
- 1.11. *Activities*: all acts, services, items and supplies of the user for/to the counterparty in connection with the agreement.
- 1.12. *Additional work*: extra activities performed by the user for the counterparty, which occur after the agreement has been formed.
2. **Applicability**
  - 2.1. The conditions are applicable to and form an integral part of the agreement and any subsequent agreement between the parties.
  - 2.2. Before the agreement and every time the conditions are renewed the user will provide the counterparty with the conditions such that the counterparty can take note of the conditions.
  - 2.3. The user is obliged to apply the conditions as part of every agreement with a counterparty.
  - 2.4. The user himself or itself cannot change the conditions.
  - 2.5. In the event of any contradiction between the agreement and the conditions, the agreement will prevail.
  - 2.6. The user rejects the applicability of any general terms and conditions of the counterparty.
3. **Offer / agreement**
  - 3.1. Offers by the user to the counterparty are in writing and are without any obligation and do not lead to any obligations for the parties.
  - 3.2. By the written, unaltered and unconditional acceptance of the offer, the counterparty has given an assignment to the user and the agreement is formed.
  - 3.3. If the counterparty changes or adds anything to the offer, this does not constitute an acceptance and no agreement is formed.
  - 3.4. An offer by the user will lapse four weeks after its date. Subsequent acceptance does not result in an agreement.
  - 3.5. In the event of clauses 3.3, 3.4 and 4 the user will provide the counterparty with a replacement or additional offer, which will lead to the agreement by acceptance (clause 3.2).
  - 3.6. Any deviations, amendments and additions to the agreement are laid down as much as possible in accordance with clauses 3.1 and 3.2, subject to clauses 4.3 and 4.8.
  - 3.7. The user is not liable for obvious mistakes and typing errors in the offer.
4. **Activities / contract variations / provisional sums**
  - 4.1. The user will perform the activities properly with good workmanship according to the generally applicable standards and in accordance with the agreement.
  - 4.2. The user shall ensure that the activities carried out and, on completion, the object comply with the applicable legal requirements, unless this was neither the case before the activities nor explicitly agreed between the parties.
  - 4.3. The user may exceed or fall below any amounts in the agreement by no more than 10% without any grounds for complaint by the counterparty or termination of the agreement or the necessity of a new agreement in accordance with clause 3 unless there are also other changes.
  - 4.4. Clause 4.3 also applies in the event of provisional sums, hourly estimates and quantities included in the agreement, which the user can only determine definitively after its activities.
  - 4.5. After the user has established or foreseen that these will be higher or lower than the numbers, according to clauses 4.3 and 4.4, the user must explain this higher or lower deviation to the counterparty.
  - 4.6. If a deviation above or below the numbers in accordance with clauses 4.3 and 4.4 exceeds 10%, the user must consult the counterparty. The parties will then be able to continue the agreement and form a new agreement in accordance with clause 3 in connection with the deviation higher or lower than the numbers.
  - 4.7. If there is additional work the parties will enter into a new agreement for those activities in accordance with clause 3.
  - 4.8. In the event that the counterparty does not respond to an offer with regard to additional work and is unavailable while additional work is required under time pressure, the user can nevertheless carry out the additional work as an agreement without applicability of clauses 3.1, 3.2 and 3.4, provided this additional work is necessary and/or logical, is obviously reasonable and constitutes added value for the counterparty and his object.
  - 4.9. In the event of clauses 4.6 and 4.7 the counterparty can terminate the agreement. The agreement is valid until its termination and the counterparty shall pay the agreed fee for the activities with application of clause 4.3, after which the user shall complete the object as much as possible in an assembled and usable condition.
5. **Prices / invoices**
  - 5.1. The user must state as much as possible in the offer and the agreement and on its invoice the prices of labour, costs, parts as well as any duties and VAT.
  - 5.2. Price and wage changes at the user and price changes of labour, materials and knowledge to be purchased can be passed on to the counterparty provided they are regular and reasonable.
  - 5.3. The counterparty must notify the user of any objections to the price changes and invoices within 20 working days after receipt of the notice or the invoice stating the reasons.
  - 5.4. Any objections in accordance with clause 5.3 do not grant a right to suspend payment.
6. **Payment**
  - 6.1. The user can invoice its activities periodically, in-between, through an advance or on completion of the object.
  - 6.2. The user can apply to its invoices a payment period between 14 and 30 days and stipulates this period in its offer.
  - 6.3. In the event of invoicing upon completion of the object the user may demand immediate payment by the counterparty.
  - 6.4. The user may demand security from the counterparty for payment of its invoices.
  - 6.5. The user will already state its payment conditions as much as possible in the offer.

- 6.6. Payment of the invoice of the user is immediately due and payable by the counterparty without any notice of default being required and with immediate default, if:
  - a. with regard to the counterparty a moratorium or bankruptcy has been applied for or granted or there is an assignment of the estate or a death;
  - b. with regard to the counterparty an asset has been or will be attached;
  - c. the company or the shares of the counterparty are transferred, disposed of, discontinued, etc.
- 6.7. If the counterparty does not pay an invoice of the user on time and in full, the user will initially send a written reminder to the counterparty with a payment period of 14 days, the second time the counterparty will demand payment with a period of 7 days and the third time summon the counterparty with a period of 2 days. In this connection the user will each time send a notice of default to the counterparty and point out clause 6.8.
- 6.8. In the event of a default, after the demand for payment of clause 6.7 the counterparty will be liable for 1% interest per month (or part of a month) over the unpaid principal amount until payment in full, as well as for extrajudicial collection costs of 15% over the unpaid principal amount plus interest due, with a minimum of €250 for each unpaid invoice, insofar as this is legally allowed.
- 6.9. In the event of a continued default after the demand of clause 6.7 the user may take legal action against the counterparty. The counterparty will be liable for all associated costs of the user including integral lawyers' fees.
- 6.10. Payments by the counterparty go first to reducing the costs of the user, subsequently the collection costs, then the interest and only after this the unpaid principal sum of the user in the order of the oldest to the most recent.
- 6.11. The user may offset any payment by the counterparty against its older unpaid invoices, regardless of the intention of the counterparty with regard to the payment.
7. **Completion**
  - 7.1. A completion period for the object specified by the user is without any obligation and is not a deadline within the sense of Section 6:83 under a of the Dutch Civil Code.
  - 7.2. The user will inform the counterparty as soon as it reasonably expects the completion period will be exceeded and confirm the arrangements in writing.
  - 7.3. A completion period being exceeded as a result of changes to the agreement, additional work or non-fulfilment of the (payment) conditions of the agreement by the counterparty does not constitute a deadline.
  - 7.4. The user will deliver the object to the counterparty immediately after completion of its activities in accordance with the (additional work) agreement.
  - 7.5. In the absence of taking receipt of the completed object in accordance with the arrangements, the user may charge the counterparty storage costs amounting to not more than €50 per day. The user will notify the counterparty of this within good time.
8. **Warranty**
  - 8.1. The user grants a warranty of one year on its activities from the completion of the object onwards.
  - 8.2. With regard to activities by third parties for the benefit of the object on the instructions of the user, the warranty of clause 8.1 will apply.
  - 8.3. The warranty does not apply in the event of:
    - a. defects being the consequence of an act connected with the object not being carried out by or on behalf of the user and/or of the object being exposed to extreme circumstances and/or of construction faults with regard to the object and/or of the use of parts or materials which are not original and/or not supplied by the brand importer and which the counterparty made available to the user;
    - b. colour differences in the coating of the object undetectable in daylight;
    - c. deterioration of the coating of the object caused:
      - o by an external cause;
      - o to parts not fitted by the user or not worked on by the user;
    - d. defects of the object as a result of necessary acts not carried out by the user on the instructions of the counterparty;
    - e. services, acts or deliveries with regard to the object which the user explicitly advised the counterparty against;
    - f. an object in a poor condition or worked by third parties such that the user cannot remedy the damage within the scope of the agreement or can render the object into the condition to be expected;
  - 8.4. The entitlement to warranty will lapse if:
    - a. the counterparty does not make the object available for an assessment/check of the complaint of the counterparty within the period indicated by the user;
    - b. with regard to visible defects the counterparty does not submit its complaint in writing to the user with a clear description of the complaint within one month after it arose;
    - c. with regard to non-visible defects the counterparty who is not a consumer does not submit to the user its complaints in writing with a clear description of the complaints within 14 days after discovery of these defects;
    - d. the counterparty does not give the user the opportunity to remedy the defect;
    - e. there are complaints associated with activities with regard to the object performed by third parties, unless this was necessary and those third parties are generally recognised as experts, for instance in connection with a breakdown service.
9. **Liability / indemnity**
  - 9.1. The liability of the user for any damage to the object or items of the counterparty is limited to 25% of its most recent invoice to the counterparty with regard to the object.
  - 9.2. The liability of the user is limited to the amount that its liability insurer – as the case may be – will pay to it, to be increased by the excess.
  - 9.3. The counterparty must ensure that no items of value are situated in/on the object when it is offered to the user.
  - 9.4. The user is not liable for any damage such as by theft or fire with regard to the object or items belonging to the counterparty or third parties in the object or at the user, such as a cargo, fittings, money, documents and securities.
  - 9.5. The user is not liable for indirect and consequent loss as a result of a delay in the completion of the object.
  - 9.6. The limitations of liability with regard to the user are not applicable in the event of any contradiction between mandatory law or intention or conscious recklessness of the user.
  - 9.7. The counterparty indemnifies the user against, and will compensate the user for, claims by third parties with regard to the performance of the agreement.
10. **Force majeure**
  - 10.1. The user will not be blamed for a failure if this is the result of force majeure.
  - 10.2. The term 'force majeure' means: a failure which cannot be attributed to the user because the user cannot be blamed for it

- and in addition it should not be at its expense according to legislation, the law or the generally prevailing opinion.
- 10.3. Some examples of force majeure are:
    - a. operational breakdown, disruption in business operations, wildcat strikes, which the user could not reasonably prevent;
    - b. late delivery by a supplier of the user of parts which are necessary in order to carry out the agreement;
    - c. transport problems or restrictions by which the transport to or from the user is impeded;
    - d. war, riots, sabotage, flood, fire, terrorism, an internal accident with serious injuries and other serious disturbances/breakdowns and duress/threats as well as a real chance of this, as well as directions from the competent authority, consequences of unlawful or unjustified acts by bailiffs, banks and other parties, sit-down strikes, work strikes and government measures;
    - e. a situation in which the user is unable to carry out the agreement due to the failure or negligence of a third party.
  - 10.4. In the event of force majeure the user will be entitled within 3 weeks after it arose to change the completion period or to dissolve the agreement extra-judicially, without being obliged to pay any compensation.
  - 10.5. After the dissolution of the agreement due to force majeure the user will be entitled to reimbursement of the costs incurred and the activities carried out until that time, in accordance with the agreement.
  11. **Replaced parts**
    - 11.1. The (old) parts and/or materials left behind in connection with the activities and after the completion will become the property of the user, unless the parties have agreed otherwise in writing. In that case the counterparty must take these parts and/or materials immediately on completion of the object.
  12. **Advice and information**
    - 12.1. The counterparty cannot derive any rights from the advice and information of the user beyond the scope of the agreement.
    - 12.2. In performing the agreement the user can assume the accuracy and completeness of the information provided by the counterparty.
    - 12.3. The counterparty indemnifies the user against every claim by third parties in connection with information provided by or on behalf of the counterparty.
    - 12.4. All information of the user or made in its assignment, including offers, drawings, photographs, designs, images, plans, prototypes and other physical and digital records is and remains its (intellectual) property to the exclusion of the counterparty.
    - 12.5. This information cannot be used, reproduced or otherwise appropriated by the counterparty, not even for the benefit of third parties, regardless as to whether the counterparty paid a fee to the user in this connection.
    - 12.6. If the parties have agreed otherwise this must be laid down explicitly, without any doubt and in writing.
    - 12.7. Apart from the compensation payable by law the counterparty will owe to the user a penalty immediately due and payable of €25,000 for each violation of clause 12.
    - 12.8. In accordance with this clause the counterparty must return to the user the information provided to the former at the first request within the period stipulated by the user. Failing this, the counterparty will owe to the user a penalty immediately due and payable of €1,000 per day, apart from the compensation payable by law.
  13. **Dissolution**
    - 13.1. Dissolution of the agreement is possible by means of a written notice to the other party but only after the other party has first been given a written notice of default and has had a reasonable period and the opportunity to fulfil its obligations or to remedy the failure established.
    - 13.2. In the event of clause 6.7 the user can also - apart from clause 6.9 - terminate the agreement in full or in part without judicial intervention.
    - 13.3. If the counterparty is a consumer and has died, the heirs or the executor may continue or terminate the agreement with application of clause 4.9.
  14. **Retention of title and right of retention**
    - 14.1. After completion of the object the user reserves the title with regard to all repairs it has carried out and parts it has fitted until the counterparty has paid the invoices of the user.
    - 14.2. The counterparty shall respect this retention of title and manage those parts with due care and neither dispose of or encumber the parts or the object.
    - 14.3. Insofar as the parts are quite accessible and easy to dismantle according to clause 14.1, in the case of clause 6.9 the user can proceed to retrieve those parts.
    - 14.4. Upon completion the user will have the right of retention with regard to the object including all repairs it performed and parts it fitted until the counterparty has paid the user in accordance with clause 6.
    - 14.5. In the event of clauses 14.2 and 6.9 the user will be entitled to disassemble the parts fitted to the object and to use them elsewhere, whereby the counterparty is liable for the costs of the user.
  15. **Disputes**
    - 15.1. Any disputes with regard to the agreement will be settled by the competent court in Amsterdam.
  16. **Applicable law**
    - 16.1. The conditions and agreements as well as all disputes arising from them will exclusively be governed by Dutch law.

These conditions are effective from 1 January 2019 onwards and are filed at the Commercial Register of the Ch. of Comm. in Amsterdam under number 40530216.