

General Terms and Conditions

GENERAL TERMS AND CONDITIONS OF GEURTS TRUCKS B.V. (filed with the Court of Gelderland under number 1/2021 on the 4th of January 2021)

Article 1. Definitions

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

'Geurts': the user of these general terms and conditions, i.e. Geurts Trucks B.V., having its registered office in Nijmegen and registered with the Chamber of Commerce under number 10029722;

'Customer': the contracting party of Geurts;

'Agreement': the oral or written agreement between Geurts and the Customer by means of which Geurts sells trucks and accessories, cranes and other items to the Customer or provides services to the Customer.

Article 2. General

1. These general terms and conditions apply to all offers, quotations and agreements (including follow-up agreements and supplementary agreements) between Geurts and the Customer.
2. Geurts dismisses the applicability of general terms and conditions applied by the Customer.
3. Should one or more of the provisions of these general terms and conditions be void or be declared null and void, the other provisions continue to apply in full.
4. If the Customer has indicated that the item must meet certain specifications and/or conditions, and Geurts has never confirmed in writing that the item meets these specifications and/or conditions, the Customer is deemed to no longer set these conditions if the Agreement is concluded nevertheless.
5. If these general terms and conditions are provided to the Customer in a language other than Dutch, the Dutch version prevails in case of any inconsistency.

Article 3. Offers and quotations

1. All offers and quotations of Geurts are subject to contract and may be revoked at any time.
2. The Customer may not derive rights from specifications that have not expressly been confirmed by Geurts in writing.
3. The Agreement is deemed to have been formed in a legally valid manner as soon as Geurts has concluded the Agreement in writing or has started with its execution.

Article 4. Prices

1. The prices quoted by Geurts are excluding turnover tax, other levies and any other additional costs.
2. Geurts is entitled, also after the Agreement has been concluded, to change the agreed price if a change takes place in one of the price-determining factors.
3. The Customer is not entitled to terminate the Agreement pursuant to the provisions of the previous paragraph, unless the initially agreed price is increased by more than 10%.

Article 5. Payment

1. The Customer is obliged to pay the full purchase price before delivery.
2. The term of payment of Geurts' invoices is 14 days.
3. If payment is not made after the payment term has expired, the Customer immediately owes the applicable statutory commercial interest on the outstanding amount.
4. If payment has not been made after the first written demand of Geurts, the Customer owes Geurts, in addition to interest, extrajudicial collection costs in the amount of 10% of the outstanding invoice amount subject to a minimum of €500.00.
5. The Customer is not entitled to suspend, set off or postpone the payment of any claim of Geurts for any reason whatsoever.
6. The Customer waives any rights of retention that the Customer may invoke at Geurts' expense.

Article 6. Delivery

1. The delivery date stated by Geurts is an indication only. The Customer cannot derive any rights from this.
2. Delivery takes place at Geurts' business location.
3. Transport takes place at the Customer's risk and expense if Geurts, at the Customer's request, takes care of shipment of items. Geurts will not take out transport insurance.

4. If items are exported, the Customer is responsible for all formalities required to export the items and import the items into the country of intended destination. Before concluding the Agreement, the Customer is obliged to check which formalities must be complied with. If export or import proves impossible (for example because certain documents such as vehicle registration certificates or registration documents are missing or for any other reason whatsoever), this is at the Customer's risk and expense. In that case, Geurts will not take back the items.

Article 7. Retention of title

1. Geurts retains the right of ownership with respect to all, both paid and unpaid, items until the Customer has paid the full purchase price for all items sold.

Article 8. Warranties and defects

1. After concluding the purchase agreement, the Customer is deemed to be familiar with all specifications of the purchased item that are relevant to the Customer.
2. The Customer is aware that Geurts cannot provide a safeguard against hidden defects and cannot guarantee the service life of the items sold. Geurts does not provide any form of warranty.
3. The Customer may test the items extensively before purchasing them.
4. The Customer accepts the purchased items in the condition, including any known or hidden defects, they are in at the time of concluding the Agreement.
5. After the item is received, the Customer cannot rely on any defects of the item anymore.
6. It is not possible to exchange purchased items.

Article 9. Termination

1. If the Customer does not, not properly or not in good time fulfil any obligation arising for it from the Agreement, as well as if the Customer is in liquidation, has been granted suspension of payments, or if any other insolvency proceedings have been declared to apply to the Customer, Geurts is entitled to suspend the performance of the Agreement or to terminate the Agreement without any notice of default, such without Geurts' obligation to pay compensation and without prejudice to the rights to which Geurts is entitled, including the right to claim compensation from the Customer.
2. In case of termination or nullification of the Agreement the Customer owes Geurts a penalty in the amount of 30% of the purchase price, without prejudice to Geurts' right to compensation. If the Customer has made a down payment that exceeds 30% of the purchase price, the penalty is equivalent to the down payment made, without prejudice to Geurts' right to compensation.
3. If the Customer has made a down payment and the Agreement is terminated or nullified, the Customer owes Geurts the full down payment as a penalty, without prejudice to Geurts' right to compensation.
4. The Customer waives the right to terminate or nullify any agreement with Geurts wholly or partially, for any reason whatsoever, with the exception of the provisions of Article 4.3.

Article 10. Liability

1. Geurts is not liable towards the Customer for damage or loss caused as a result of any failure to fulfil its obligations towards the Customer or for any other reason, save in the case of an intentional act or gross negligence on the part of Geurts.
2. If Geurts would be liable towards the Customer, Geurts is only liable for direct damage or loss resulting from its actions. Geurts is never liable for indirect damage or loss, such as lost profits, loss due to delay, loss as a result of the use of the items sold by Geurts, and loss as a result of accidents caused by or with items sold by Geurts.
3. Geurts is not liable for incorrect odometer readings and/or years of manufacture of the vehicles that are sold.
4. Geurts' liability is in all cases limited to the value of the underlying agreement from which the liability follows, subject to a maximum of €100,000.00.

Article 11. Force majeure

1. In case of force majeure, Geurts is entitled to terminate the Agreement wholly or partially, or to suspend the performance thereof, without being obliged to pay compensation.
2. The concept of force majeure, as referred to in this article, relates to all breaches of the Agreement, which cannot reasonably be attributed to Geurts. Force majeure includes, but is not limited to, breaches that are the result of a fuel crisis or raw materials crisis, war, uprising, epidemic, animal disease, weather conditions or government intervention.

Article 12. Applicable law

1. All disputes arising between Geurts and the Customer are subject to Dutch law, and these disputes will be settled exclusively by the Court of Oost-Brabant, 's-Hertogenbosch location.
2. The applicability of the Vienna Sales Convention has been excluded.