



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Bagnoles B.V.

Kalkovenweg 17

2401 LJ Alphen aan den Rijn

The Netherlands

Chamber of Commerce # 73757667

VAT number NL 8596 53 973 B01

1. Applicability

These General Terms and Conditions of Sale and Delivery apply to all offers, quotations, order confirmations, agreements, sales and deliveries of Bagnoles B.V., unless otherwise agreed in writing.

Any general terms and conditions of the buyer are expressly rejected.

2. Offers and Agreements

All offers and quotations issued by Bagnoles B.V. are non-binding, unless expressly stated otherwise in writing.

An agreement is concluded upon written confirmation by Bagnoles B.V. or as soon as Bagnoles B.V. commences performance of the agreement.

3. Prices

All prices are exclusive of VAT, taxes, duties, registration costs and transport costs, unless otherwise agreed in writing.

4. Payment

Payment must be made within **7 days after receipt of the (pro forma) invoice**, unless otherwise agreed in writing.

If this payment term is exceeded, an amount equal to **6% of the total invoice amount excluding VAT** will be charged.

Bagnoles B.V. does not deliver any vehicles until the full amount due has been received by her, unless otherwise agreed in writing.

5. Delivery and Delivery Times

Any stated delivery dates and delivery times are indicative, unless expressly agreed otherwise in writing.

The buyer cannot derive any rights from exceeding an indicated or expected delivery date or delivery period. A delay in delivery does not automatically entitle the buyer to cancel or terminate the agreement or to claim damages.

6. Cancellation

In the event that the buyer cancels an agreed purchase, Bagnoles B.V. is entitled to charge a cancellation fee equal to **10% of the total agreed amount excluding VAT**.

7. Transport, Delivery and Transfer of Risk

Unless expressly agreed otherwise and stated on the relevant invoice and/or order confirmation, the risk relating to the vehicle shall pass to the buyer **at the moment the vehicle is taken into possession by the buyer or by a carrier engaged by or on behalf of the buyer**.

From that moment, any loss, damage or other risk relating to the vehicle shall be borne by the buyer.

The buyer must inspect the vehicle upon receipt.

After receipt of the vehicle, the buyer must send the signed CMR/consignment note to Bagnoles B.V. as soon as possible.

8. Damage and Claims

Any visible damage must be recorded on the CMR/consignment note at the time of delivery.

Damage must also be reported to Bagnoles B.V. **in writing within 24 hours after receipt of the vehicle**. The date stated on the CMR shall be considered the date of receipt.

Damage that has not been recorded on the CMR/consignment note and/or has not been reported within the above-mentioned period will not be eligible for compensation.

Damage with a value of **less than €250.00** will not be compensated.

9. Liability

Bagnoles B.V. shall not be liable for indirect damage, consequential loss, business interruption losses or loss of profit, except insofar as such liability cannot be excluded under mandatory law.

10. Force Majeure

Bagnoles B.V. shall not be liable for any delay or failure to perform its obligations due to circumstances reasonably beyond its control, including delays caused by suppliers or carriers, government measures, disruptions and other events of force majeure.

11. Governing Law and Disputes

All offers, agreements, sales and deliveries of Bagnoles B.V. shall be governed exclusively by **Dutch law**.

The applicability of the **United Nations Convention on Contracts for the International Sale of Goods (CISG/Vienna Convention)** is expressly excluded.

Any disputes shall be submitted exclusively to the competent court in the Netherlands.

12. Language

These General Terms and Conditions are available in Dutch and English.

In the event of any discrepancy, inconsistency or difference in interpretation between the Dutch and English versions, **the Dutch version shall prevail**.