

General Terms and Conditions

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT FOR WIERDA VOERTUIG TECHNIEK BV

Article 1: Definitions

In these general terms and conditions, the following definitions apply:

a. User

The private company with limited liability Wierda Voertuig Techniek BV, established in Joure, registered in the trade register of the Chamber of Commerce under number 01103808.

b. Counterparty

The natural person or legal entity, or their legal successor, who acts in the exercise of a profession or business and for whom work is performed, services are provided or goods are delivered by or on behalf of the user.

c. Agreement

- The assignment agreement between the user as the contractor and the counterparty as the client for the performance of work.

- The purchase agreement between the user as the selling party and the counterparty as the purchasing party.

d. Object

The matter to which the agreement relates.

e. Work

Constructing, building, converting and adapting vehicles, including trailers, or parts of vehicles such as bodies and undercarriages, (partly) using hybrid and/or sustainable and electrical systems, and all related work, including repair and maintenance work.

f. General terms and conditions

The general terms and conditions of delivery and payment of the user.

Article 2. Applicability

2.1 The general terms and conditions apply to all legal acts of the user, and thus to all quotations, offers and agreements that relate to services, products and/or work offered by the user.

2.2 The general terms and conditions also apply to all agreements for the fulfilment of which the user engages third parties.

2.3 The applicability of the general terms and conditions used by the counterparty is hereby explicitly rejected.

2.4 If any provision of the general terms and conditions is annulled, or is void or otherwise unenforceable, the remaining provisions of the general terms and conditions shall remain in full force and effect. In that case, the user and the counterparty will consult with the aim of agreeing new provisions to replace the void, nullified or unenforceable provisions, taking into account as much as possible the purpose and scope of the void, nullified or unenforceable provisions.

Article 3: Quotations

3.1 All offers and quotations from the user are without obligation, unless – and only insofar as – the user expressly states otherwise in the quotation or offer.

3.2 If the offer included in the quotation is not without obligation, it is valid for 14 days after the date of issue, unless expressly stated otherwise in the quotation or offer. If the acceptance does not take place on time, the user has the right to adjust the fulfilment period or amounts.

3.3 The counterparty warrants the accuracy and completeness of the information provided by or on behalf of it to the user and on which the offer or quotation is based.

3.4 The user cannot be held to quotations or offers if the counterparty can reasonably understand that the quotation or offer, or any part thereof, contains an obvious error or mistake.

Article 4: Changes, provisional items, additional and less work

4.1 Deviating conditions or changes to the agreement can only be agreed in writing.

4.2 If, during the performance of work, it appears that these are not, or are not entirely, feasible due to the condition of the object, parts thereof or goods made available by the counterparty, the user will inform the counterparty of this. The parties will then determine in mutual consultation whether the agreement should be amended. The agreement will be amended if necessary by standards of reasonableness and fairness.

4.3 If one or more adjustment items or offsetable quantities are included in an agreement for certain work, the work actually performed and quantities delivered will be offset.

4.4 As soon as the user foresees that the relevant provision will exceed the amount included in the agreement by more than 10%, the user is obliged to inform the counterparty of this. The parties will then determine in mutual consultation whether the agreement should be amended. The changes to the agreement agreed in this way are only binding after they have been confirmed in writing by the user and this confirmation has been signed by both parties.

4.5 Both the user and the counterparty have the right to dissolve the agreement in the situation referred to in Article 4.4. However, the work performed by the user up to the moment of dissolution will in that case remain owed by the counterparty.

Article 5: Prices, security and complaint period

5.1 All prices are exclusive of VAT and other levies, unless expressly stated otherwise.

5.2 If, after the conclusion of an agreement and before the agreed time of delivery and/or termination of the work, the prices of auxiliary materials, raw materials or parts, wages or any price-determining factors have changed, the user is entitled to adjust the price accordingly.

5.3 Price increases resulting from additions and/or changes to the agreement made at the request of the counterparty shall be borne by the counterparty.

5.4 The user always reserves the right to demand security for the (further) fulfilment of an agreement and/or to accept agreements only on the basis of advance payment or advances, or to continue the fulfilment of existing agreements only if advances to be determined by the user are paid by the counterparty to cover the payment obligations of the counterparty.

5.5 An objection with regard to an invoice or invoice amount must be notified to the user in writing within 14 days of the date of dispatch of the invoice to which the counterparty objects, under penalty of forfeiture of all claims.

Article 6: Payment, default, contractual interest and (extra) judicial collection costs

6.1 General rule, four weeks before completion or delivery of the object, the user sends an invoice. The full amount on the invoice must be credited to the user's account within the specified payment term and before completion or delivery. In the absence of such, the completion or delivery will be postponed until the aforementioned condition has been met.

6.2 If, during repair work, payment is agreed after the completion or delivery of the object, the counterparty is obliged to pay the invoice to be sent at that time, or the remaining part thereof, without discount or settlement within 14 days of the invoice date.

6.3 In derogation of the provisions of paragraphs 1 and 2 of this article, default occurs and the claim of the user is immediately and fully due and payable in the event that:

- the bankruptcy of the counterparty is pronounced or its bankruptcy is applied for;
- the counterparty is admitted to the debt restructuring or a request for this has been submitted;
- the counterparty requests suspension of payment or this has been granted;
- the counterparty proceeds to liquidation or sale of (part of) its business;
- the object and/or (part of) the assets of the counterparty are seized.

6.4 Payments must be made by the counterparty to the user by non-cash or bank transfer or in cash in euros.

6.5 The counterparty is deemed to be the first to perform in the agreement with the user.

6.6 In the event of late or incomplete payment of any amount owed to the user, the counterparty will be in default by operation of law, without a notice of default being required. From that moment on, the counterparty owes interest of 1% per month (whereby part of a month is regarded as a month) on the amount owed up to the day of the full payment thereof.

6.7 All extrajudicial collection costs shall be borne by the counterparty. The extrajudicial collection costs amount to 15% of the amount due, with a minimum of €250.

6.8 In the event that the user has to involve the counterparty in legal proceedings to ensure compliance with the agreement, the counterparty is obliged to pay all costs incurred in connection with the legal proceedings, such as the costs for legal filings and counsel, if the user is fully or partially successful.

6.9 Payments by the counterparty can always be settled by the user, regardless of the payment reference, in

accordance with Article 6:44 of the Dutch Civil Code, first of all against the interest and costs owed, and only then against the principal amount of the outstanding invoices in order of age.

Article 7: Suspension, dissolution and (premature) termination

7.1 The user is entitled to suspend the fulfilment of the obligations or to dissolve the agreement if:

- the counterparty does not fulfil the obligations arising from the agreement, does not fulfil them in full or in good time;
- after the conclusion of the agreement, circumstances come to the user's knowledge give good reason to fear that the counterparty will not fulfil the obligations;
- the counterparty has been requested to provide security for the fulfilment of the obligations under the agreement at the time of the conclusion of the agreement and this security is lacking or insufficient;
- due to the delay on the part of the counterparty, the user can no longer be required to fulfil the agreement under the originally agreed conditions.
- circumstances should occur of such a nature that fulfilment of the agreement becomes impossible, or if other circumstances occur of such a nature that the agreement cannot be reasonably expected of the user to be maintained unchanged.

7.2 If the agreement is dissolved, the claims of user on the counterparty are immediately due and payable. If the user suspends fulfilment of the obligations, the user retains all claims under the law and the agreement.

7.3 If the user resorts to a suspension or dissolution, the user is in no way held to compensation for damage and costs that result in any way.

7.4 If the dissolution is attributable to the counterparty, the user is entitled to compensation for damages, including costs, resulting directly and indirectly from the dissolution.

7.5 If the counterparty fails to comply with the obligations arising out of the agreement and this non-compliance justifies a dissolution, then the user is entitled to terminate the agreement with immediate effect without any obligation on the part of the user to pay any damages or compensation, while the counterparty, due to breach of contract, is obliged to pay damages or indemnification.

7.6 If the agreement is prematurely terminated by the user, the user will, in consultation with the counterparty, arrange for the transfer of outstanding work to third parties. This shall be the case unless the termination is attributable to the counterparty. If the transfer of the work entails extra costs for the user, these costs shall be charged to the counterparty. The counterparty is obliged to cover these costs within the specified time, unless the user indicates otherwise.

7.7 In the event of liquidation, of (application for) suspension of payments or bankruptcy, of attachment, at the expense of the counterparty, of debt restructuring or any other circumstance as a result of which the counterparty can no longer freely dispose of its assets, the user is free to terminate the agreement at once and with immediate effect or to cancel the agreement, without any obligation on its part to pay any damages or indemnification. The claims of the user against the counterparty are immediately due and payable in that case.

7.8 If the counterparty cancels a placed order in whole or in part, then the quantity ordered or completed, plus any supply, removal and delivery costs and the work time reserved for the fulfilment of the agreement shall be fully charged to the counterparty.

Article 8: Delivery time

8.1 The delivery time or delivery date of an object stated by the user in any quotation, offer or agreement is not a deadline within the meaning of Article 6:83 (a) of the Dutch Civil Code, but a period specified without obligation.

8.2 Changes to the agreement may lead to exceeding any previously specified delivery times or delivery dates. In the event of a change, the delivery time shall be deemed to have been extended by a non-deadline period in proportion to the agreed changes.

8.3 The counterparty is obliged to collect the object within one week after the user has requested the counterparty to do so, in the absence of which the user is entitled to charge an amount of €150 per day, whereby part of a day is considered a day, for storage costs.

Article 9: Warranty and limitation(s) thereof

9.1 The goods delivered by the user on the basis of the purchase agreement or work done on the object on the basis of the agreement and the goods delivered in connection with it meet the usual requirements and

standards that can reasonably be set at the time of delivery and for the normal use for which they are intended. The warranty expressly does not cover defects that are the result of construction errors not made by or on behalf of the user in the fulfilment of the agreement with regard to the object. The warranty stated in this article applies to objects and goods intended for use within the Netherlands. For use outside the Netherlands, the counterparty must verify whether the use is suitable for the use there and whether it complies with the conditions imposed there. In that case, the user may set other warranty conditions and other conditions with regard to the work and in connection with the goods to be delivered.

9.2 The warranty referred to in paragraph 1 of this article is limited to that provided by the manufacturer of the object/good. If the manufacturer ceases to exist, the warranty will lapse, unless the manufacturer offers other warranties.

9.3

- a)** Any form of warranty shall lapse if a defect has arisen as a result of or arises from:
 - improper or incorrect use;
 - incorrect or defective maintenance by the counterparty and/or by third parties;
 - if, in connection with the execution (and without the user's written consent), the counterparty or third parties have attached (or had attached) items to the object other than those attached by the user, and those should not be attached to it or they have been modified or altered in a manner other than the prescribed manner.
- b)** The counterparty also has no claim to a warranty if the defect is caused by or resulting from circumstances that the user cannot influence, including weather conditions (such as, for example, but not limited to extreme rainfall or temperatures) et cetera.
- c)** Any claim to warranty shall also lapse if:
 - the counterparty does not inform the user immediately after the defects have been discovered;
 - the user is not given the opportunity to remedy the defects unless the user grants permission for repair elsewhere;
 - third parties have performed work without prior knowledge or permission of the user in connection with the work done by the user in respect of which a warranty is invoked, unless the necessity for immediate repair has occurred and can be demonstrated on the basis of the data provided by the other repairer, but this must always be agreed in advance with the user.
- d)** The item is used improperly, which includes (but is not limited to):
 - overloading;
 - use of fuels/chargers and oils other than those suitable for the vehicle;
 - improper steering and/or use of the vehicle;
 - instructions for use or maintenance instructions have not been followed.

9.4 The counterparty is obliged to examine the object and/or the work (or have it examined) immediately at the time that the object is made available or the relevant work has been done. To this end, the counterparty should examine whether the quality and/or quantity corresponds to what has been agreed and also otherwise complies with the agreement. Any visible defects must be reported to the user in writing within 14 days after delivery. Any non-visible defects must be reported immediately, but in any case no later than within 14 days, to the user in writing. The report must include as detailed a description of the defect as possible, so that the user is able to respond adequately. The counterparty must give the user the opportunity to investigate a complaint (or to have this done).

9.5 If the counterparty makes a timely complaint, this does not suspend the payment obligation. In that case, the counterparty shall still remain obliged to comply with any other and/or additional agreements.

9.6 If a defect is reported later, then the counterparty no longer has a right to repair, replacement or damage compensation.

9.7 If it is established that work has been done in a defective manner or that an item delivered in connection with it is defective and has been complained about in a timely manner, the user will replace the object or the defective item within a reasonable period of time after receiving it back or, if return is not reasonably possible, and with written notification of the defect by the counterparty, the user will, at the discretion of the user, either arrange for its repair or provide replacement compensation for it to the counterparty. In case of replacement, the counterparty is required to return the item to be replaced to the user and to provide title to the user, unless the user indicates otherwise.

9.8 If it is found that a complaint is unfounded, then the related costs incurred, including the investigation costs incurred by the user as a result, will be charged in full to the counterparty.

9.9 After the end of the warranty period, all costs for repair or replacement, including administrative, shipping and call-out costs, will be charged to the counterparty.

9.10 By way of derogation from the statutory limitation periods, the limitation period of all claims and defences against the user and third parties engaged by the user in the fulfilment of a contract is one year.

Article 10: Liability and limitation(s) thereof

10.1 The liability of the user for any damage to the object or property of the counterparty is limited to the amount that the user's liability insurer pays out in the relevant case. If and insofar as no payment is made under professional liability insurance(s) for any reason, the liability as referred to in this article is limited to a maximum of twice the invoice value of the agreement, and then to that part of the agreement to which the liability relates. The user will have adequate business liability insurance during the term of the agreement.

10.2 The user accepts no liability for deliveries and work outsourced by it to third parties at the request of the counterparty;

10.3 The counterparty indemnifies the user against all claims from third parties who claim to have suffered damage due to a good and/or service that the user or the counterparty has delivered or provided. The counterparty will compensate the user for all damages (including actual costs) suffered by it as a result of or in connection with such claims from third parties.

10.4 The user is not liable for theft or loss of goods of the counterparty and/or of third parties that are in or on the object and that the user possesses or has for any reason whatsoever. 'Goods' of the counterparty also includes cargo, inventory and written documents and securities.

10.5 The user is not liable for any damage whatsoever due to the user relying on incorrect and/or incomplete information provided by or on behalf of the counterparty.

10.6 The user is exclusively liable for direct damage. Direct damage means only the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions, any reasonable costs incurred for the defective performance of the user in fulfilling the agreement, in as much as this can be attributed to the user, and reasonable costs incurred to prevent or limit damage, to the extent that the counterparty shows that these costs have resulted in the limitation of direct damage as provided for in these general terms and conditions.

10.7 The user is not liable for indirect or direct damage, including —but not limited to— consequential damage, loss of profit or any damage arising from or in connection with the failure to meet deadlines as referred to in Article 8 and the ending of prior negotiations, as well as in the event of failure of the delivered object.

10.8 The limitations stated in this article do not apply if the damage is attributable to intent or gross negligence of the user or parties subordinate to the user's supervision.

Article 11: Force majeure

11.1 The user is not liable for shortcoming(s) in the fulfilment of the agreement in the event of force majeure. 'Force majeure' is understood in these general terms and conditions, in addition to what is understood in law and jurisprudence, to include all external causes, foreseen or unforeseen, over which the user cannot exercise any influence but due to which user is not able to fulfil the obligations. Force majeure in any case includes (but is not limited to):

- non-delivery, incomplete delivery and/or delayed delivery by the factory;
- strike, excessive absenteeism of personnel, a (temporary) shortage of personnel;
- fire, operational and technical malfunctions within the company or that of third parties engaged by the user;
- transport difficulties or obstacles of any kind, as a result of which transport to the user or from the user to the counterparty is hindered or impeded;
- the provision of incorrect data, or the lack of sufficient cooperation, by the counterparty;
- war or threat of war, riot and/or sabotage;
- epidemics or pandemics.

11.2 In the event of force majeure, the user has the right, within three weeks of the occurrence of the circumstance that gives rise to force majeure, to extend the delivery period or to dissolve the agreement (in whole or in part) or to cancel the agreement without being obliged to pay any compensation to the counterparty. The counterparty is never entitled to claim damages.

11.3 If the user can partially fulfil the obligations upon the occurrence of force majeure, the user is entitled to invoice the part of the work already performed upon dissolution, and the counterparty is obliged to pay for it.

Article 12: Replacement parts

Unless expressly agreed otherwise in writing, the parts that are replaced by the user during the fulfilment of the agreement on the object and/or remaining parts are the property of the user.

Article 13: Designs, (technical) drawings and other documents

All designs, (technical) drawings and other documents produced or conceived by the user in the context of the fulfilment of the agreement or in connection with an offer or quotation remain the property of the user and may therefore not be copied, reproduced and/or disclosed or provided to third parties in any way without the user's consent. The counterparty is obliged to hand over these documents to the user upon first request. In addition, an object already manufactured/delivered by the user may not be made available to third parties without the user's consent.

If the counterparty acts in violation of the aforementioned, it will owe the user a fine, the amount of which is equal to the purchase value of the object.

Article 14: Retention of title and right of retention

14.1 All items (including objects) completed or delivered and still to be delivered or attached parts during repairs made in the context of an agreement, such as (but not limited to) battery packs, remain the exclusive property of the user until all claims that the user has or will acquire against the counterparty in the context of that agreement — or other similar agreements — have been paid in full.

14.2. As long as the payment obligation under the purchase agreement has not been fully met, the counterparty shall ensure full liability and body insurance for the vehicle. The counterparty must provide the user with access to the insurance policies upon request. The counterparty hereby pledges, as additional security as mentioned above, to the user all rights that could be asserted against insurers. The counterparty declares to be entitled to this pledge. The user hereby declares to accept this pledge.

14.3 Until the counterparty has paid all amounts owed to the user under the agreement (and/or previous similar agreements), the user may keep possession of the relevant goods of the counterparty and assert this claim with priority, unless the counterparty provides sufficient security to satisfy these amounts.

14.4 If the period for payment of an amount due for work has expired, the user is also entitled to disassemble the goods mounted on the object or parts thereof that are the user's property. The user can charge the associated costs with this to the counterparty.

14.5 In the event of modification or processing by the user of the items referred to in paragraph 1 of this article with (auxiliary) items provided by or on behalf of the user, the processed items (main items within the meaning of Article 3:4 of the Dutch Civil Code) are deemed to have been provided by the counterparty to the user as a security deposit.

14.6 If work has been done, the counterparty is obliged to store the goods delivered to it under retention of title with the necessary care and recognisable as property of the user.

14.7 As long as there is a retention of title on goods delivered or processed by the user, the counterparty may not encumber them outside its normal business operations.

14.8 If, in the context of an agreement, the counterparty remains in default with the fulfilment of its payment obligations or is in payment difficulties, the user is entitled to take back the goods still in possession of the counterparty, which have been completed or delivered under retention of title in the context of the agreement, without prejudice to the other rights of the user. Furthermore, the user is entitled to take over and keep newly created objects that are possessed by the counterparty in a security lien until the counterparty has fulfilled all the payment obligations.

14.9 If the establishment of a security lien is not possible or desirable for any reasons, the counterparty is obliged to cooperate with the establishment of a non-possessory lien.

Article 15: Recall

When the user is made aware of a defect in a vehicle delivered by the user, or in a new part, which leads to a 'recall' by the manufacturer, the user shall inform the counterparty immediately. If the counterparty does not contact the user immediately after the notification, all possible claims of the counterparty on this basis may

lapse. This means that neither the user nor the manufacturer/importer are liable for the resulting damage suffered and to be suffered by the counterparty, including explicitly, but not exclusively, any consequential damage.

Article 16: Conversion

If any provision of these general terms and conditions proves to be invalid or in any way unenforceable at any time due to an existing or future legal rule, law, designation, guideline, or regulation applicable to the parties, the remainder of these general terms and conditions will remain in force. In such a case, the parties agree to amend these general terms and conditions in such a way that the relevant provisions are brought back into line with the applicable regulations with which they were in conflict, taking into account the general balance between the mutual rights and obligations existing before such a situation occurred.

Article 17: Processing of personal data

The data of the counterparty will be processed by the user in accordance with the statutory provisions. The user is also entitled to make this information available to third parties. Insofar as the processing of personal data is concerned, this concerns processing within the meaning of the General Data Protection Act. Based on this processing, the user can: fulfil the agreement, fulfil the warranty obligations towards the counterparty, provide optimal service, provide counterparties with product information and personalised offers in a timely manner. If it concerns the processing of personal data for the purpose of direct mailing, any objection submitted by the counterparty to the user will be honoured.

Article 18: Applicable law and choice of forum

18.1 All agreements between the parties and obligations arising from or in connection with them shall be governed exclusively by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Sales Convention) or any future international regulations on the purchase of movable property.

18.2 Under Dutch law, only competent Dutch courts take cognizance of disputes. The court in the user's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the user has the right to submit the dispute to the competent court according to the law. This clause constitutes a written agreement within the meaning of Article 17 of the EEC Convention of 27 September 1968.

Joure, 1 January 2021