

General Terms and Conditions of Cool Car Automotive B.V.

Article 1 – Applicability

- 1.1 All offers made by or to us, all agreements concluded with us, and all services to be performed by us are subject exclusively to our general terms and conditions.
- 1.2 The applicability of your general terms and conditions is hereby explicitly rejected in all cases, even if you refer to them in a request to us to make an offer.
- 1.3 If any provision of these general terms and conditions is void or voided, the other provisions of these general terms and conditions will remain fully in force. We will then consult with you to agree new provisions to replace the void or voided provisions, taking the aim and purpose of the void or voided provision into account as much as possible.
- 1.4 We may always amend these terms and conditions. The amended terms and conditions will apply from when we notify you of the amendment in writing.

Article 2 – Website and other forms of communication and publicity

- 2.1 Unless the law stipulates otherwise, all information on our website and in other forms of communication and publicity of Cool Car Automotive B.V. is protected by the *Auteurswet* (Copyright Act) and/or the *Databankenwet* (Databases (Legal Protection) Act). Information, products, or services supplied through our website may not be reproduced, stored in a database or retrieval system, or published, in any form or by any means – electronic, mechanical, photocopying, or otherwise – without Cool Car Automotive B.V.'s prior written consent.
- 2.2 Our website treats the data provided by the user as confidential. Data that the user gives to Cool Car Automotive B.V. for registration, orders, or otherwise can be included in a register of personal data within the meaning of the applicable legislation. If users discover that data about them are incorrect, they must inform Cool Car Automotive B.V. accordingly.
- 2.3 Cool Car Automotive B.V. will never be liable for:
 - any errors or omissions in products or services supplied through our website, or
 - the user's use of those products or services or because they cannot be accessed.
- 2.4 Access to our website is granted on a strictly personal basis. The user must not use the information, products, or services offered through our website so this leads or can lead to any form of commercial or non-commercial exploitation of all or part of such information, products, or services by the user or a third party.
- 2.5 Additional terms and conditions of the supplier may apply to the use of information, products, or services offered through this website, even if they can be accessed free of charge.

Article 3 – Offer and formation of the agreement

- 3.1 Unless stipulated otherwise below, all our offers are made without obligation. They must moreover be viewed as a whole.
- 3.2 An offer is accepted when you notify us in writing or orally, or place an order with us. An offer can also be accepted by telephone, fax, e-mail, or online.
- 3.3 By accepting an offer, you consent to both the offer and the resultant payment or other obligations and you must therefore also fulfil these obligations. We will then send you an order confirmation. If you do not receive the order confirmation, this has no effect on your obligations as set out in this paragraph.
- 3.4 If no order confirmation is sent because of circumstances including the nature, scope, or urgency of the order, the invoice will be regarded as the order confirmation.
- 3.5 We reserve the right to refuse orders or customers without providing reasons.
- 3.6 We enter into each agreement on the condition precedent that you – as determined at our sole discretion – are sufficiently creditworthy for the financial performance of the agreement. The Parties must agree to any amendments to the agreement in writing.
- 3.7 If an offer is accompanied by estimates, plans, catalogues, or other documents, these always remain our property and must be returned to us immediately on request. These documents may not be reproduced, copied in any way, passed on to third parties, or made available for inspection without our express and prior written consent.
- 3.8 You hereby expressly authorises us, if and insofar as we consider this necessary or desirable within the limits of your order, to have work performed by third parties at your expense and to assign rights and obligations under the agreement to third parties.

Article 4 – Prices

- 4.1 Unless specified otherwise, the stated prices exclude VAT and must be paid inclusive of VAT.
- 4.2 Prices are in euros, unless expressed in other currencies.
- 4.3 Invoices will be sent as soon as possible to your specified invoice address, which moreover does not affect your own payment obligation towards Cool Car Automotive B.V.

Article 5 – Invoicing and payment

- 5.1 Unless agreed otherwise, invoices must be paid within 30 days of the invoice date, without relying on set-off or applying any discount.
- 5.2 If you exceed any payment term prescribed in the terms and conditions or separately agreed, you will be immediately in default by operation of law with no further notice of default. In that case, we may proceed to collection with no further notice of default and you will be charged default interest at 1.0% per month on the amount due.
- 5.3 Besides the principal sum and default interest, you will be liable for all costs, both judicial and extrajudicial, that we incur to collect what is owed to us and to safeguard our rights. The extrajudicial costs are set at 15% of the principal sum, subject to a minimum of €150,00 plus VAT.
- 5.4 Notwithstanding the above, if you do not pay, fail to pay on time, or do not duly fulfil any of your obligations, we may, with no prior notice of default, cease further deliveries or suspend fulfilment of our obligations, notwithstanding our right to compensation for all direct, indirect, and consequential damage, including loss of profit, and notwithstanding all other rights to which we are legally entitled.
- 5.5 We are always entitled, even after the conclusion of the agreement, to demand advance payment, cash payment, or security for payment from you. If you do not meet this requirement, we may, with no prior notice of default, cease further deliveries or suspend the fulfilment of our obligations, notwithstanding our right to compensation for damage and notwithstanding all other rights to which we are legally entitled.

Article 6 – Complaints

- 6.1 You must communicate any complaints about the goods or services delivered to you, in writing, within eight days of delivery, and stating the reasons, failing which you will be deemed to have accepted those goods and services and to have waived all rights and powers available to you by law or under the agreement.
- 6.2 Submitting a complaint does not affect the fulfilment of your payment obligations.

Article 7 – Retention of title

- 7.1 All goods delivered to you remain our property, but are at your expense and risk, until you have paid all amounts owing for goods delivered or work performed under the agreement, now or in the future, and claims for your failure to comply with this or similar agreements, including interest and collection costs, in full.
- 7.2 You and your employees must exercise all due care and take all appropriate measures to separate the goods referred to in the previous paragraph from the other goods in your or your employees' possession. For this purpose, you must always store or mark the goods referred to in the first paragraph separately, so they are clearly recognizable to third parties as our property. You must always give us or our representative free access to the spaces where the goods we have delivered are kept.
- 7.3 As long as ownership of the delivered goods has not been transferred to you, you must not process the goods, let them out of your physical control, dispose of them, pledge, or otherwise encumber them.
- 7.4 You must inform third parties who wish to recover their claims from goods we have delivered of our right of ownership and notify us without delay.
- 7.5 If you fail to fulfil your obligations or if we have good reason to fear that you will fail to fulfil your obligations, we may invoke our retention of title.
- 7.6 If we invoke our retention of title, you must immediately bring the delivered goods under our physical control free of charge on request.

Article 8 – Intellectual property

- 8.1 All intellectual property rights to all materials developed or provided under the agreement (jointly referred to as 'Information') vest exclusively in us or our licensors.
- 8.2 You acquire only the rights of use and powers expressly granted to you under these terms and conditions or in another way. Ownership of the Information referred to in paragraph 1 lies inalienably with us, but at your expense and risk.

- 8.3 You must not make the Information available to third parties, reproduce it, make copies of it, or have copies made, unless and insofar as we have given prior written consent for this purpose.
- 8.4 You must maintain the confidentiality of all Information we provide to you, unless and insofar as we have given prior written consent for its disclosure.

Article 9 – Liability

- 9.1 Our total liability for attributable failure to perform the agreement is limited to compensating the material and direct damage, capped at the separately stipulated price for the goods concerned (excluding VAT) without labour or any AC service, insofar as:
- the damage results directly from our intent or gross negligence or that of the persons whose services we use to perform the agreement;
 - the damage results directly from a demonstrable defect in the goods we have produced and delivered, insofar as these do not offer the safety that can be expected from them, considering all circumstances;
 - the damage is caused directly by the work performed under the agreement.
- 9.2 We are also not liable for any damage you suffer because of editorial or substantive inaccuracies or incompleteness in the goods or services that we provide or that are provided on our behalf.
- 9.3 We never accept any liability for the damage described above for which we are not insured and for which we would not require insurance based on the practices applicable in the sector. Our total liability will moreover never exceed €1,500 in total per event.
- 9.4 We can be held liable only for the direct or indirect damage for which we have explicitly accepted liability in these terms and conditions.
- 9.5 You must indemnify us against all third-party claims for damage for which we are not liable under the previous paragraphs of this article.

Article 10 – Force majeure

- 10.1 Force majeure means any circumstance beyond the control of the parties or unforeseeable circumstance as a result of which the other party can no longer reasonably demand performance of the agreement, for example in the event of fire, flooding, strikes, epidemics, civil or other war, government measures, non-availability or late availability of permits, trade embargoes, labour unrest, power cuts, operational failures, breach of contract or delays by our supplier(s), third parties we hire for the performance of the agreement, or their personnel, and the non-availability, late availability, or inadequate availability of materials, transport, fuel, energy, and labour.
- 10.2 If we believe the force majeure situation is temporary, we may suspend the performance of the agreement until the circumstances giving rise to the force majeure no longer exist.
- 10.3 If we believe the force majeure situation is permanent, if the performance of the agreement has been suspended for more than three months, or as soon as it is certain that it will last for at least three months, either Party may demand by registered letter that the agreement be adapted to the circumstances or that the relevant part of it be terminated with immediate effect, without the Parties having to pay each other compensation.
- 10.4 We may always claim payment for performances rendered under the relevant agreement until the force majeure cause or circumstance becomes apparent.
- 10.5 The Party that considers it is in a force majeure situation must immediately inform the other Party.

Article 11 – Termination

- 11.1 If you:
- are declared insolvent, assign your estate, petition for a suspension of payments, or if all or part of your assets are attached;
 - (in the case of a natural person) die or are placed under guardianship;
 - fail to duly comply with the obligations imposed on you by law or under the agreement;
 - fail to pay all or part of an invoice amount within the term set for that purpose or do not comply with our request for advance payment, cash payment, or security for payment under Article 5.5 of these General Terms and Conditions;
 - cease your operations or transfer all or a significant part of your business, including transferring it to a company that is yet to be incorporated or already exists, or if you change your corporate objects, we may, because of the mere occurrence of one or more of these circumstances, terminate all or part of the agreement by means of a written statement with no need for any judicial intervention or notice of default, and demand any amount that you owe under the agreement concluded with you, immediately and with no need for any warning or notice of default, in its entirety, notwithstanding our right to compensation for all direct, indirect, and consequential damage, including loss of profit, and notwithstanding all other rights to which we are legally entitled.
- 11.2 If we do not fulfil our obligations, even after a written demand to that effect, or do not fulfil them on time or properly, you may terminate the defective part of the agreement concerned, but will not be able to claim compensation for termination or other damage, notwithstanding the applicability of the retention of title stipulations in these terms and conditions.

Article 12 – Processing of personal data

- 12.1 We may record personal data about you for the purpose of our services. We have adopted appropriate measures to protect the personal data you provide. We refer you to our Privacy Statement for how and why we do this.

Article 13 – Applicable law and competent court

- 13.1 Only Dutch law applies to all offers and agreements subject to these terms and conditions.
- 13.2 Only the court with subject-matter jurisdiction in the judicial district of Utrecht will settle any disputes in the first instance arising from or in connection with an offer, order, agreement, or obligations to which these terms and conditions apply.