

General Conditions of Sale, Delivery and Payment of Peheja BV

1. General

1.1. These conditions apply only when used against companies, legal entities of public law and public funds.

1.2. Our general terms and conditions apply exclusively to the entire business relationship with our customers. We do not recognize deviating conditions of the customer, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions also apply exclusively if we carry out the delivery unconditionally despite conflicting or deviating terms and conditions of the customer. Our General Terms and Conditions also apply to all future transactions with the customer, even if they are not expressly agreed again.

2. Offers and conclusion of contract

2.1. Our offers are always free and without obligation, unless otherwise stated in our offer. Silence on offers of the customer represents no acceptance.

2.2. The delivery contract is only concluded by our written order confirmation. If this has not been granted, our delivery order or the delivery note shall be deemed as confirmation of order. Oral agreements require written confirmation by us.

2.3. The dimensions, weights, illustrations, descriptions and other data mentioned in our catalogs, brochures, price lists or other specifications and other documents are only a non-binding guide and will only be binding if we have expressly agreed to this in writing.

2.4. Texture and durability specifications are only deemed to be guarantees if they are expressly designated as such. The same applies to the assumption of a procurement risk.

2.5. The nature and scope of the service is governed by our written order confirmation. We are entitled to partial services as far as they are reasonable for the customer. Subsequent modifications to the customer become a contractual part only if we have confirmed in writing their technical feasibility. The costs for the change are calculated by us according to.

3. Delivery

3.1. The delivery periods are only approximate if they have not been expressly declared as binding in writing. The delivery period begins with the sending of our order confirmation, but not before clarification of all questions necessary for the execution of the order or the provision of the preliminary services to be provided by the customer or before receipt of a payment to be made by the buyer. If we supply the customer against prepayment, the specified delivery period begins with the receipt of the prepayment amount. Any changes to the customer which are requested by the customer will result in an interruption of the delivery time. After agreement about the desired change, the deadline starts to run again or the delivery date has been redefined.

3.2. The delivery period is complied with if the goods have left our factory until their expiration or our delivery is notified and the goods cannot be dispatched in good time without our fault.

3.3. In the case of delivery and performance delays due to force majeure and due to events whose causes are outside our sphere of influence as well as due to considerable operational concerns, we are entitled to delay the delivery or service by the duration of the hindrance plus an appropriate start-up period. The same applies if such events occur with our suppliers or during an already existing delay. If the hindrance lasts longer than three months, the customer as well as us is entitled to rescind the contract which has not yet

been fulfilled. We shall inform the customer as soon as possible of the beginning and end of such obstacles.

3.4. In the event that the customer is in default with the payment of previous deliveries from the current business relationship, we are entitled to refrain from further delivery, whereby the costs incurred by the customer will be borne by the customer.

3.5. Orders on demand must be called up at the latest 6 months after the first partial delivery. After this deadline, we are entitled to send the ordered goods for dispatch. If the customer is in default of acceptance or if he violates any other cooperation obligations, we are entitled to demand compensation for the damage incurred to us. The assertion of further claims shall remain unaffected.

4. Prices

4.1. The prices are ex works, packing, customs, insurance, installation and instruction costs, shipping costs and VAT.

4.2. In the event of cost reduction or cost increase due to material price increases or wage increases or changes occurring after conclusion of the contract, we reserve the right to charge the price which is relevant at the time of delivery if delivery is to be effected later than 4 months after the date of our order confirmation. The cost change will be provided to the customer upon request.

4.3. We reserve the right to recalculate the goods in a manner reasonable for the customer in the event that the object of the contract was provided with technical improvements at the time of the contract.

4.4. For orders on demand, the prices valid on the day of delivery or at the due date of acceptance are always charged.

5. Payment

5.1. Unless stated otherwise, our invoices are payable within 30 days from date of invoice without any deduction. A cash discount shall not be granted for invoices for assembly work, repairs or similar services.

5.2. After the unsuccessful expiry of a reasonable period of grace, we are entitled to make outstanding payments only against payment in advance or to make the provision of a security conditional if the customer is in default with agreed payment targets or if there are any circumstances that doubt the customer's ability to pay when applying customary banking standards justify. In addition, we are entitled to demand our claims irrespective of the maturity of any bills of exchange, and to demand collateral.

5.3. The customer can only offset such claims, which are undisputed or legally established by us.

5.4. The customer is only allowed to exercise the right of retention if his counterclaim is based on the same contractual relationship.

6. Packaging and shipping

6.1. The packaging will be made according to the usual commercial criteria at our discretion. These are disposable packages, which are calculated at the lowest cost and are not taken back.

6.2. We strive to choose the best possible shipping route from our point of view, unless a specific shipping method has been agreed. Should any additional costs arise as a result of the shipping method specified by the customer, then the customer has to bear it. At the request of the customer, we insure the respective consignment at his own expense against theft, breakage, transport, fire and water damage.

6.3. Our deliveries are ex works, excluding packaging. The costs for packaging and for the delivery of our delivery from the factory to the place of delivery shall be borne by the customer.

7. Withdrawal, exchange

7.1. The withdrawal of bindingly ordered goods is only possible if there are important reasons. To cover the cost of the delivery, 15% of the value of the goods will be invoiced, but at least € 30, - plus VAT. If the goods are returned without our prior consent, the purchase price shall remain in force If the

customer is not recalled, a credit note minus 25% will be issued for costs and lost profits.

7.2. Exchange is only possible within 14 days if the delivered goods have not been altered or damaged. The costs arising from the exchange and its consequences are calculated separately.

8. Transfer of risk

8.1. The risk passes to the customer as soon as the goods leave our factory or warehouse. This also applies if we have taken over additional services such as loading, transport or unloading. If the performance is delayed as a result of circumstances for which the customer is responsible, the price risk shall pass to him on the day of the notification of readiness for delivery. In this case, we are entitled to store the goods at our expense and at our risk and to charge them as delivered ex works.

9. Proprietary reservation

9.1. We retain ownership of the goods until the full settlement of all claims arising from a current business relationship with the customer. This also applies to the issue of recognition of the balance.

9.2. The customer is entitled to resell the delivered goods in regular business transactions as long as he is not yet in default. However, he already assigns all receivables to us from the resale to his customers or third parties, irrespective of whether the delivery item continues to be sold without or after processing, in the amount of the respective final invoice amount (including VAT) has been. However, we authorize the customer to collect these claims up to our revocation. Our authority to collect the claim itself remains unaffected. However, we undertake not to collect the claim as long as the customer complies with his payment obligations arising from the collected proceeds, is not in arrears with payment and, in particular, no request for the opening of a settlement or insolvency proceedings over the assets of the customer or a payment setting on his side is present. If this is the case, the customer is obligated, at our request, to notify us of the assigned claims and

their debtors, to provide all information necessary for collection, to hand over the related documents and to notify the debtor (third parties) of the assignment.

9.3. A processing, processing or transformation of the delivery item by the customer always takes place for us as manufacturer without obliging us. If the delivery item is processed together with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the delivery item (final invoice amount including VAT) to the other processing items at the time of processing. In addition, the provisions for the subject-matter subject to reservation shall apply to the goods resulting from processing.

9.4. In the event that the purchased item is inseparably mixed with other objects which are not our property, we acquire the co-ownership of the new item in proportion to the value of the delivery item (final invoice amount including VAT) to the other mixed items at the time of the mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer transfers co-ownership proportionately. The above provisions for the goods subject to retention of title shall also apply here.

9.5. Insofar as we are granted co-ownership of the reserved goods under the above regulations, the customer assigns us his claim against the purchaser in the amount of the co-ownership share. The customer also assigns to us those claims for security arising from the combination of the reserved goods with a property against a third party. These assignments are already accepted by us.

9.6. The customer shall keep the reserved title within the meaning of the above regulation or, in its place, objects free of charge for us in the ordinary course of business.

9.7. The customer is obligated to handle the delivery item carefully and to maintain it in a proper condition as long as the property has not yet passed on to him. The customer shall continue to insure the products supplied to him at his expense and in our favor sufficiently against loss or damage by theft, fire, water or similar cases and to provide such insurance on demand. Any necessary maintenance and inspection work is carried out by the customer at his own expense in time.

9.8. Any further orders for the conditional goods and the claims in their place may not be made by the customer. If the reserved goods or the claims which are replaced by garnishments or confiscation are claimed by a third party, the customer must point out our authorization and inform us immediately so that we can protect our rights against third parties. In addition, the customer shall also be liable for the loss incurred by us, for extrajudicial and judicial costs of prosecution against a third party and to reimburse it to us.

9.9. At the request of the customer, we release the delivery item to the extent that our safety interest has been dispensed with. This is the case if the realizable value of the delivery item exceeds the cover limit of 110% of the secured receivable temporarily. To this extent, it is assumed that the cover limit is reached if the expert estimate of the delivery item corresponds to 150% of the secured receivable at the time of the release. The customer is not obliged to provide proof of any other realizable value of the delivery item.

9.10. In the event of a breach of the Customer 's creditworthiness (see above), we shall be entitled to take back the reserved goods even if we fail to comply with the Contract have resigned. In these cases, we are also entitled to sell the reserved goods free of charge or to have them auctioned. The respective proceeds from the sale are then charged to the customer's liabilities, net of reasonable costs. The customer shall continue to be liable for a default claim.

10. Warranty, obligations of the customer in the event of notification of defects, liability, deadline

10.1. The assertion of possible deficiency claims against us shall initially presuppose that the customer has duly complied with his statutory duties of investigation and complaint. This also applies if the customer sells the delivery item further. In the case of obvious defects or incompleteness of the goods, they must be notified to us in writing without delay and at the latest within 8 days after delivery at the place of destination, with a precise description of the defect and the order number. In the case of further requests by us, documents, samples, packing documents and / or the faulty goods are to be returned to us. If the customer does not comply with these obligations, claims of the

customer due to lack or incompleteness of the services are excluded. In the case of hidden defects, they must be reported immediately after their discovery. After an agreed acceptance has been carried out, the complaint of defects which could have been ascertained during the inspection is excluded.

10.2. The suitability and risk of use of the purchased goods are borne exclusively by the customer. We only accept liability for a particular purpose or suitability, as long as this has been expressly agreed in writing. The customer is obliged to ensure compliance with the technical conditions stipulated in the documentation and / or in the supplementary documents. The customer shall also impose such and, if applicable, other restrictions on use imposed by us on his customers. Due to the assembly of the built-in parts, it is not avoidable that the carpet floor, insulation mat and paneling or heating elements must be cut in or cut out in the area of the built-in parts. No costs will be borne by us for the eventual renewal / re-installation of the vehicle.

10.3. A defect in the delivery item which we are responsible for is not present if and insofar as a fault is caused by the fact that the customer has not ensured compliance with the technical conditions stipulated in the documentation and / or in the supplementary documents. Furthermore, we shall not be liable for natural wear and tear of the delivery item, faulty or negligent treatment, alteration, assembly or operation. In the case of incorrect advice or instruction by the customer or third parties, excessive use, unsuitable place of installation, unsuitable equipment or unsuitable securing of the power supply, chemical, electrochemical or electrical influences, weathering or other natural influences on the delivery item.

10.4. If the goods are defective, we are entitled at our discretion to remedy the deficiencies or to provide a defect-free replacement. Only if this has repeatedly been unsuccessful or unacceptable and is not only a negligible defect, the customer is entitled to rescind the contract or to reduce it according to the legal regulations. Claims for damages shall only be made to the customer in accordance with the following clause. 9.7 With regard to possible replacement and repair work, a warranty period of 3 months from the date of delivery or performance of the services, which runs at least until the expiry of the warranty period for our original service.

10.5. The customer is obligated to give us the necessary time and opportunity to carry out all necessary improvements and replacement deliveries in consultation with us. Otherwise, we are exempted from liability for the resulting consequences. Insofar as the customer insists on an express delivery of a technician connected with additional costs for us or the execution of work outside normal working hours, he must also bear the additional costs incurred (eg overtime fees, longer travel routes).

10.6. If we replace parts within the scope of the supplementary performance parts, they become our property. We shall only be liable for spare parts in accordance with the present terms and conditions of sale and delivery, in particular the preceding clause. 9.4.

10.7. We are liable for damages in cases of express assumption of a guarantee or a procurement risk, as well as for intentional or grossly negligent breach of duty. In the case of gross negligence, the liability for damages is limited to the foreseeable, typically occurring damage. This does not affect the liability for a culpable injury to life, body or health as well as to our claim according to the Product Liability Act. We shall be liable for material and property damages caused by negligence only in the event of a breach of essential contractual obligations, ie obligations whose fulfillment is the first to enable the contract to be carried out properly and on the fulfillment of which the contractual partner may regularly trust and trust. However, in turn limited to the foreseeable, contract-typical damage.

10.8. If the customer sends us the delivery item to rectify the defect and if we find that the defect notification is unauthorized and no warranty claims exist, we are requested by us to collect the delivery item within a period of four weeks after receipt of the notification or to inform us in writing that He is to be returned or repaired at the expense of the customer.

10.9. Any further liability for damages than in the preceding paragraphs of section 9 is excluded without regard for the legal nature of the asserted claim. This applies in particular to claims for damages resulting from negligence in the event of conclusion of contract, due to other breach of duty or due to delictual claims for compensation for damage to property. This limitation also applies insofar as the customer requires futile expenses instead

of a claim for compensation for the loss instead of the service. This shall not affect any further liability on our part due to fraudulent concealment of a defect.

10.10. The above provisions also apply to a violation of the product observation obligation. The normal life of the products supplied by us is determined by the information given in the documentation and / or in the supplemented documentation.

10.11. The aforementioned limitations on liability also apply to the benefit of our legal representatives, employees, employees, employees and other vicarious agents and / or vicarious agents.

10.12. The warranty period is one year from delivery to the customer.

11. Choice of law, place of performance and jurisdiction

11.1. For all disputes arising from the contractual relationship, if the customer is a merchant, a legal person of public law or a public-law fund or has no general court of jurisdiction in the Netherlands, our place of business as court of jurisdiction is also for bills of exchange, Checks. However, we remain entitled to sue the customer at his general court of jurisdiction.

11.2. The law in the Netherlands, which governs the legal relations of domestic contract partners, applies without exception; The application of UN sales law is hereby excluded. 10.3 The place of performance is the place of delivery, unless otherwise stated in our order confirmation.

General assembly conditions of Peheja BV

1. General

1.1. The following conditions apply to our assembly work, to repair Peheja products and to commercial products marketed by Peheja in all types of motor vehicles.

1.2. We do not recognize deviating conditions of the customer, unless we have expressly agreed to their validity in writing. Our general conditions of assembly also apply exclusively if we perform our services despite the conflicting or differing terms and conditions of the customer.

2. Cost estimates, termination of the contract

2.1. The customer must explicitly demand a cost estimate with binding price increases before the assembly work is carried out. However, this shall only be binding if it is made in writing by us and is expressly designated as binding.

2.2. The services provided to submit a cost estimate can be charged to the customer if this has been agreed in the individual case.

2.3. 2.3 If the customer terminates the order without our responsibility, he shall pay the costs and costs incurred up to that point, including any possible troubleshooting and the costs which are no longer applicable, including the costs for ordered and already procured spare parts as well as our lost profit .

3. Completion

3.1. We are obligated to comply with a deadline in writing, which is binding in writing. If the scope of delivery changes or extends to the original order, and if a delay occurs, we shall immediately state a new completion date, indicating the reasons.

3.2. If we are unable to meet the completion deadline due to force majeure or operational disturbances without our own fault, there is no obligation to compensate for delays due to delays, in particular not to provide a replacement vehicle or to reimburse costs for the actual use of a rental

vehicle. However, we are obliged to inform the customer of the delay, as far as this is possible and reasonable.

4. Acceptance

4.1. The acceptance of our services by the customer takes place in our company, unless otherwise agreed.

4.2. The customer is obliged to collect the order object within one week of receipt of the completion notification and delivery or transmission of the invoice. In case of non-acceptance, we are entitled to exercise our legal rights. In the case of repair work carried out within one working day, the deadline is reduced to two working days.

4.3. In case of delay, we are entitled to charge the local storage fee. The object of the contract may also be kept in another way at our discretion. Costs and dangers of storage are borne by the customer.

5. Payment, set-off and right of retention

5.1. The invoice amount and prices for ancillary services are payable by the customer in the case of acceptance of the object of the order and delivery or delivery of the invoice for payment in cash, but at the latest within one week after notification of the completion and delivery or transmission of the invoice.

5.2. The customer can only set off against our claims if the customer's counterclaim is undisputed or a legally binding title exists; He can only assert a right of retention, insofar as it is based on claims from the order. We are entitled to demand a reasonable advance payment upon order placement.

6. Extended lien

As contractors, we are also entitled to a contractual right of ownership on account of our claims resulting from the order. The contractual lien can also be claimed on account of claims from earlier work, replacement deliveries and other services, insofar as these are related to the object of the contract. For other claims arising from the business relationship, the contractual lien is only valid insofar as these are undisputed or a legally binding title exists and the order belongs to the customer.

7. Property deficit

7.1. Claims on the part of the client due to material defects become time-barred one year after acceptance of the object of the order. If the customer absorbs the object of the order in spite of knowledge of a defect, he shall only be entitled to material defects if he reserves this at the time of acceptance.

7.2. The customer has to make claims with regard to material defects; In the case of verbal advertisements, we give the customer a written confirmation of the receipt of the advertisement.

7.3. In the case of rectification, the customer may assert claims for defects on the basis of the order for the parts installed in order to correct the defect until the end of the statute of limitations of the object of the contract. Replaced parts become our property.

7.4. This Section 7. Property Deficiency shall not apply to claims for damages; For these claims, only the following section 8 liability applies.

8. Liability

8.1. If we are liable for damages caused by slight negligence, we shall be liable only to the extent that the Contractor is obliged to impose a contractual obligation on the contents and purpose of the contract Or fulfil their fulfilment, the proper execution of the assignment is only possible at first and on the adherence to which we can regularly trust and trust. The liability is limited to the typical damage foreseeable at the conclusion of the contract. Insofar as the damage is covered by an insurance policy (apart from sum insurance) taken out by the customer for the respective damage event, we shall only be liable for any associated disadvantages of the customer, eg higher insurance premiums or interest penalties up to claims regulation by the insurance company. Liability for the loss of money and valuables of any kind, which are not expressly held in custody, is excluded. If the client is a legal entity under public law, a public law fund or an entrepreneur acting in the performance of his commercial or independent professional activity upon assignment, and if claims for damages are claimed after a year after acceptance, the following applies: The above limitation of liability also applies to damage caused by gross negligence, but not by gross negligence caused by legal representatives or executives of Peheja BV. Furthermore not for a grossly negligently caused

damage, which is covered by an insurance concluded by the client for the related damage event.

8.2. Irrespective of any fault on our part, any liability for fraudulent concealment of the defect, the assumption of a guarantee or a procurement risk and the Product Liability Act shall remain unaffected by us.

8.3. The personal liability of the legal representatives, vicarious agents and employees of Peheja BV for damages caused by slight negligence is excluded. The liability for damages caused by gross negligence by them, except for the legal representatives and senior executives, shall be correspondingly limited.

8.4. However, the limitations of this section do not apply to injury to life, body and health.

9. Proprietary reservation

Insofar as built-in accessories, spare parts and aggregates have not become essential components of the object of the order, we reserve the right to property until such time as we have been fully incontestable.

10. Jurisdiction

For all current and future claims from the business relationship with merchants, the exclusive jurisdiction of the headquarters of our company. The same jurisdiction applies if the customer has no general court in the Netherlands, moved to his domicile or habitual residence abroad, or his domicile or habitual residence at the time of action is not known.