

## General Terms and Conditions Bus International B.V.

### Article 1. General Provisions

- 1.1 These general terms and conditions apply to all offers and agreements entered into with Bus International B.V. (a commercial partnership) or its legal successors, hereinafter referred to as "Bus". This commercial partnership is registered with the Chamber of Commerce of Central Gelderland under number 57748772 and is principally engaged in the import and sale of articles. Referral by a Purchaser to own or any other general terms and conditions is hereby specifically rejected, unless the enforcement thereof has been expressly accepted by Bus.
- 1.2 Where reference is made to "Purchaser" in these general terms and conditions, this refers to a Dutch or foreign natural person or legal entity, who, in connection with exercising his or her profession or business, commissions Bus to supply articles.
- 1.3 By digitally accepting the applicability of these general terms and conditions via an e-mail notification or via the website of Bus, Purchaser is expressly committed to the contents of said general terms and conditions. This also applies for foreign purchasers, for whose benefit the text of these general terms and conditions has been translated into several (widely used) languages. These general terms and conditions also appear on the website of Bus and can be downloaded.

### Article 2. Offer and Acceptance

- 2.1 All offers by Bus, whether by telephone, e-mail, via its website or otherwise, can only be regarded as an invitation without obligation to place an order.
- 2.2 In its offers Bus will provide as complete a description as possible of the articles concerned. Where digital images are employed, these will be true reflections of the articles. Evident mistakes or defects as well as minor deviation of the articles supplied from the items depicted, do not bind Bus, and Purchaser is not entitled to cancellation of the agreement and/or damages. Should the offer be subject to a limited duration period, this will be clearly stated.
- 2.3 A purchase agreement will only be effective after Purchaser has placed an order with Bus, whether by e-mail or via its website, and Bus has expressly accepted said order. Express acceptance occurs by forwarding an electronic order confirmation to the e-mail address provided by Purchaser.

### Article 3: Delivery and Transport

- 3.1 The sales invoice will accompany the electronic order confirmation. The articles ordered by Purchaser will be forwarded by Bus within three days after receipt of payment (moment of transfer into the bank account of Bus), after which the order will be delivered to Purchaser by the transport company employed by Bus. This is explicitly a target term not a strict deadline; if Trade Easy exceeds this term, this will not entitle Purchaser to cancel the agreement and/or claim any damages. If Purchaser has not received the goods ordered within 14 days after concluding the purchase agreement, Purchaser will then be entitled to cancel the agreement by e-mail or in writing. Payments that have already been received by Bus will be refunded to Purchaser within 30 days after cancellation. Under no circumstances will Bus be liable for damages due to late delivery.
- 3.2 Delivery will occur to the address provided by Purchaser. After delivery to this address, the risk passes to Purchaser and Bus, without prejudice to the exclusions or limitations of liability contained in Article 8, will no longer be liable for any loss, damage and any causes of loss or damage. If, in the interim, Purchaser has changed address or if the address provided is incorrect in any other way, then the responsibility and risk transfers to Purchaser and any additional delivery charges will be payable by Purchaser.

### Article 4. Cancellation in Special Cases

- 4.1 Both Bus and Purchaser have the right to cancel the agreement directly, wholly or partially (in writing or by e-mail) and without any damages being due, in the event of bankruptcy or moratorium of the other party.

#### **Article 5. Price**

- 5.1 The price stated on the order confirmation is payable by Purchaser before delivery of the ordered items.
- 5.2 All prices given by Bus are in euros and are excluding sales tax (VAT) (if payable). The costs payable by Purchaser for delivery of the articles will be stated separately on the order confirmation and invoice.

#### **Article 6. Payment**

- 6.1 Unless otherwise agreed, the amount due for the articles ordered must be paid on the bank account of Bus stated on the invoice, prior to delivery and within 8 days after placing the order. If payment has not been received by Bus within the period stated, then it has the right to cancel the agreement in writing or by e-mail, and to recover any damages it has suffered from Purchaser.
- 6.2 The sales invoice will accompany the electronic order confirmation. Any transaction costs related to payments will be payable by Purchaser. VAT will not be payable by foreign Purchasers, subject to compliance with the conditions of the Dutch tax authorities for VAT exemption or intra-community deliveries.

#### **Article 7. Claims and Complaints**

- 7.1 In case of visible defects, Purchaser must lodge a complaint in writing or by e-mail immediately or in any case within 3 workdays after the ordered articles have been delivered, and upon receipt thereof Bus will consider the claim with due speed.
- 7.2 In the same way complaints about hidden defects must be lodged within 3 workdays after Purchaser has discovered or could reasonably have discovered the defect, though, at the latest, within 6 months after delivery by Bus.
- 7.3 After the aforementioned terms have elapsed, complaints will no longer be accepted and Purchaser will have forfeited his or her rights to lodge a complaint.
- 7.4 Purchaser is in no way entitled to suspend payment of outstanding invoices and/or to offset any amounts due related to defects and/or other complaints with regard to the articles delivered by Bus.
- 7.5 The exclusions or limitations of liability contained in Article 8 remains fully applicable.

#### **Article 8. Guarantee, Liability, Exoneration and Indemnification Third Parties**

- 8.1 The articles delivered by Bus are not subject to any guarantee. Due to the origins of the articles (mostly remnants) to be delivered and the low pricing related thereto, Bus cannot guarantee the quality of the articles.
- 8.2 Under no circumstances is Bus liable for any damage suffered or to be suffered by Purchaser and Purchaser has no right to cancel the agreement, unless it concerns prior evident and therefore visible defects or it involves intent or gross negligence on the part of Bus. In case of prior evident and therefore visible defects, the liability of Bus is limited to the sum of the underlying contract amount.
- 8.3 With regard to its own purchasing activities, Bus will take the utmost care to check the authenticity of the items delivered. Under no circumstances is Bus liable for any damage suffered or to be suffered by Purchaser in the event that so-called "fakes", that do not actually come from the supposed manufacturer (of brand articles), have been delivered, nor does Purchaser have the right to cancel the agreement on these grounds unless it is determined that Bus neglected its duty to check the products.
- 8.4 Bus is in no way liable for indirect damage, including consequential loss (stagnation, shut-down of production), loss of profits, etc. Furthermore it is never liable for the acts or negligence by third parties engaged by it or any other third parties.
- 8.5 Under no circumstances is Bus liable for any damage caused by malfunctioning equipment, software, databases, records or other matters employed in realizing and carrying out the order, nor for any damage caused by computer viruses and the interception of data transmissions via e-mail traffic.

**Article 9. Force Majeure**

- 9.1 If Bus is unable to fulfil one or more obligations of the purchase agreement due to events or circumstances beyond its control, it is not liable for any damage suffered by Purchaser with regard to the execution of this agreement, apart from what has been predetermined, and both parties are entitled to wholly or partially cancel the agreement (in writing) without legal intervention.
- 9.2 These circumstances include e.g. delays at the supplier or at other third parties, machinery breakdowns, power failures, strikes, fires and natural disasters and also include legal and other government measures that obstruct compliance.

**Article 10. Retention of Title**

- 10.1 If, by way of exception, Bus delivers the articles without having received prior payment, said articles will remain its property for the time that Purchaser has failed to settle the amount due to Bus – including interest and costs as well as payments resulting from previous transactions.
- 10.2 If Purchaser fails to fulfil its obligations, Bus is at all times entitled to recover the articles it has supplied. In this case Purchaser is obliged to give his or her full co-operation.

**Article 11. Personal Information**

- 11.1 Personal information provided by Purchaser will be processed by Bus and recorded in a personal data filing system. When processing and using this information, Bus will comply with its own privacy statement and the privacy laws applicable.

**Article 12. Jurisdiction and Applicable Law**

- 12.1 All disputes arising from agreements with Bus will exclusively be settled in the Netherlands and by the subject matter competent court in the jurisdiction where Bus is domiciled (District Court of Zutphen, subdistrict sector or District Court of Zutphen, civil sector), without prejudice to the competence of the court in matters concerning preliminary injunctions and measures related to attachment or execution.
- 12.2 Bus sells to both Dutch and foreign Purchasers. All agreements with Bus are expressly ruled by Dutch Law.

These general terms and conditions were filed 01-09-2013 with the Chamber of Commerce Arnhem Netherlands under number 57748772