

General Terms and conditions Amazing Wheels B.V. IJmuiden, The Netherlands

1. **General**

1.1 In these general terms and conditions, AW is understood to mean Amazing Wheels B.V.

2. **General / application**

2.1 These general terms and conditions apply to all offers, quotations, orders and agreements to which AW and/or other affiliated companies are (potential) party.

2.2 Any provisions varying from these general terms and conditions shall be binding only insofar as they have been agreed in writing.

2.3 The applicability of any general terms and conditions of the other party is expressly rejected, and shall never form part of agreements concluded between the parties, unless explicitly stipulated otherwise.

3. **Offers**

3.1 All offers made by AW are without any obligation.

3.2 Any samples or models, indicated images, colours, dimensions, weights and any other features shown or provided, only serve as indication and approximates.

4. **Agreements**

4.1 Agreements, also those concluded by agents on behalf of AW, shall bind AW only when confirmed in writing.

4.2 AW is bound to subsequent agreements or changes only after they have been confirmed in writing by AW.

4.3 In the event that the other party wishes to cancel an agreement, AW is entitled, at its discretion, to force the other party to comply or to cancel the agreement, subject to compensation amounting to 20% of the total value of the agreement, without prejudice to AW's right to claim full compensation.

5. **Prices**

5.1 All prices are ex warehouse, exclusive of VAT and expressed in Euros.

5.2 Changes to wages, cost prices of (raw) materials and/or changes to exchange rates, that is, cost price-determining factors relating to the agreement(s), entitle AW to pass them on without any further surcharge.

5.3 Orders with an invoice value below €500.00 are subject to a surcharge of €17.50.

6. **Delivery / delivery date**

6.1 Delivery dates agreed upon with AW are approximates and can never be regarded as a deadline. The other party's failure to honour the delivery date does not constitute a right to compensation or dissolution of the agreement(s).

6.2 Bicycles shall be delivered ex warehouse. From that moment on, the risk lies with the other party.

AW provides the option for transport and transport insurance. The related costs shall be passed on to the other party, however, not in the case referred to in 6.4.

6.3 AW is entitled to fulfil and execute its obligations in parts. AW can demand partial payments, in accordance with the execution.

6.4 The delivery of parts and accessories from IJmuiden is carriage paid for orders with an invoice amount over €500.00. For shipments with a lower value, the other party shall pay the cargo. Carriage paid means that only the normal rate for general cargo is refunded. Surcharges for express deliveries etc. shall be payable by the other party at all times.

6.5 Transport is at the risk of the other party at all times. The other party shall report any loss, damage, etc. to the haulier upon receipt and make a note of this on the transport document.

6.6 Any return shipments must be made free warehouse, stating the reasons in writing.

7. **Retention of title**

7.1 So long as full payment has not been made of that which AW is owed by the other party for whatever reason, AW retains full ownership of the delivered object, at the expense and risk of the other party. The other party is not permitted to invoke a right of retention for the storage costs and to set these costs off against the performances it must make.

7.2 If the other party uses the objects referred to in paragraph 1 to generate, treat or process a new object, this object shall be the property of AW and the other party shall keep it for AW as the owner until all obligations referred to in paragraph 1 have been fulfilled.

7.3 In the event that any object accrues to AW by virtue of paragraph 1 or 2, the other party can only have it at its disposal within the framework of its normal operations. The object can be sold only following the written consent of AW.

7.4 In the event that the other party is in default regarding the performances referred to in paragraph 1, when there is a chance that the other party shall not fulfil those obligations, or in the event of a moratorium, liquidation or when the Debt Management (Natural Persons) Act has been declared applicable, AW is entitled to collect the objects it owns from their location at the expense of the other party. The other party hereby irrevocable authorises AW to access the areas used at or for the other party.

7.5 The other party hereby pledges to AW, who hereby accept this pledge, all objects which the other party (co-) owns by virtue of specification, accession, mixing/melting with the objects supplied and/or to be supplied by AW, this as security for all which AW claims or shall claim from the other party at any time. If the other party disposes of goods delivered by AW, it hereby transfers to AW the rights that it has or shall have towards its own buyers, this with all related rights and securities.

8. **Security**

8.1 The other party is obliged to provide security on AW's demand for full compliance with the agreement, failing which all claims by AW are immediately due and payable, without prejudice to AW's other rights.

9. **Complaints, obligation to examine, barring**

9.1 The other party is obliged to examine whether the objects comply with the agreement upon delivery. If this is not the case, the other party can no longer invoke this if AW is not notified thereof as soon as possible and at least within eight days of delivery - or after discovery thereof was reasonably possible - in a letter stating the reasons, failing which the other party is deemed to have accepted the delivered objects and/or work undertaken in a proper and correct condition.

9.2 Actions and defences, based on facts that would justify the assertion that the object supplied does not comply with the agreement, are barred following a period of one (1) year following delivery.

9.3 In the event that the delivered objects fail to comply with the agreement, AW is at its discretion only obliged to deliver the missing object, repair or replace the delivered object, excluding any other right to compensation.

9.4 Complaints about objects, work undertaken or invoices do not entitle the other party to suspend its payments. Compensation is explicitly excluded.

10. **Payment**

10.1 Invoices from AW must be paid within 8 days of the invoice date, in the manner to be stipulated by AW. With due observance of the provisions in 10.2, payment must be effectively made in the currency agreed upon, without setoff, discount and/or suspension.

If the other party applies for a moratorium, has been accepted under the Debt Management (Natural Persons) Act, if its winding-up petition has been filed or if it has been declared insolvent, all claims brought by AW shall be immediately due and payable.

10.2 A 2% discount can be stipulated for automatic payments within eight days. This payment discount only applies when there are no outstanding invoices other than the invoice to be paid at a discount.

10.3 If payment is not received within 8 days of the invoice date, the other party owes statutory commercial interest, plus default interest at 2%.

10.4 In the event of late payment, all payment obligations of the other party are immediately due and payable, regardless of whether AW has already invoiced them.

10.5 Any payment made by or on behalf of the other party shall successively serve to pay the extrajudicial collection costs, the legal costs, the interest owed to AW, and then, in order of age, the outstanding principal sums, regardless of any instructions from the other party to the contrary.

10.6 The other party can object to the invoice only within the payment period.

10.7 If no payment has been received within 8 days of the invoice date, all costs to be incurred by AW in order to collect the money it is due shall be payable by the other party, including the full costs of legal aid in and out of court, as well as the costs which the other party are not ordered to pay by the court. The other party owes extrajudicial costs at an amount equal to 15% of the money to be paid, subject to a minimum of €300.00 plus VAT.

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11. Dissolution / discharge

- 11.1 In the event that the other party fails to fulfill any of its obligations arising from the agreement or fails to do so properly and in good time, as well as in the event of liquidation, moratorium or guardianship, or the discontinuation or winding-up of its business, AW shall be entitled, at its discretion, to terminate the agreement wholly or in part or to suspend the (further) execution of the agreement, without being obliged to pay any compensation and without prejudice to any of its other rights. In those cases AW shall also have the right to demand immediate payment of all monies it is due.
- 11.2 If AW is temporarily or permanently unable to fully or partially comply as a result of one or more circumstances which AW is not responsible for, including the circumstances outlined in the previous paragraph, AW is entitled to dissolve the agreement and/or suspend execution, without the other party being entitled to compensation.
- 11.3 Circumstances that are in any event not the responsibility of AW include: behaviours, with the exception of intent or gross negligence, of persons who have been hired by AW for the execution of the obligation; the unsuitability of objects used by AW in the execution of the obligation; a third party exercising one or more rights towards the other party with regard to a failure by the other party to comply with an agreement concluded between the other party and that third party for objects supplied by AW; strikes, exclusion of workers, illness, a ban on imports, exports and/or transits, the suppliers' failure to fulfil their obligations, production breakdowns, natural and/or nuclear disasters and war and/or imminent war.
- 11.4 If the other party fails to cooperate in the delivery after AW has given it a period of fourteen days to do so, AW shall be discharged from its obligations.

12. Compensation

12. Without prejudice to AW's obligation by law, AW is not liable for any (consequential) losses, direct or indirect, that are the result of the use or unsuitability of the objects delivered or services provided by AW.
- 12.2 Any liability of AW regarding losses shall at all times be limited to the amount that is equal to the net invoice value of the objects purchased or services provided.
- 12.3 AW stipulates all legal and contractual defences which it can invoke in defence of its own liability towards the other party, also for the benefit of its subordinates and the non-subordinates for whose behaviour it would be liable by law.

13. Indemnity

- 13.1 The other part shall indemnify AW against all third-party claims of whatever nature regarding damage and/or losses that this third party may suffer as a result of the objects supplied by AW, insofar as such claims lead to a liability of AW that is larger than the one it would have towards the other party by virtue of article 12.

14. Applicable law / competent court

- 14.1 All legal relationships between AW and the other party are governed by the laws of the Netherlands.
- 14.2 Disputes between AW and the other party shall only be settled by the competent district court of Haarlem, except if AW as the claimant or applicant chooses the competent court of the other party's place of residence or place of business.

15. Conversion

- 15.1 If and insofar as any provision in these general terms and conditions cannot be invoked on the grounds of reasonableness and fairness or the unreasonably serious nature, that provision shall be given a similar meaning in terms of content and purport, so that it can be invoked.

16. Dutch text prevails

- 16.1 The Dutch text of these general terms and conditions shall prevail over any translations thereof.