

# General Terms of Sale Used Trucks

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## 1. General, definitions

### 1.1 Application.

These general terms and conditions (hereinafter: "General Terms SUT") shall apply to the formation and conclusion of any agreement pursuant to which Seller sells Used Trucks and related products offered through the Used Trucks Platform.

### 1.2 Used Trucks Platform.

The subscription management platform where, under the applicable general terms and conditions of use of the Used Trucks Platform, Seller offers Used Trucks to (potential) Buyers.

### 1.3 Seller.

The Paccar Affiliate indicated on the Used Trucks Platform on whose behalf a listing and/or an offer is placed on the Used Trucks Platform.

### 1.4 Used Truck.

A truck, trailer and/or coach with an owner registration, including any related items and accessories.

### 1.5 Buyer, Contract.

Seller's contracting party with respect to agreements referred to under 1.1 will in these General Terms SUT be referred to as "the Buyer" and the agreement with the Buyer regarding the sale of a Used Truck as "the Contract".

### 1.6 Trade Terms.

Any references made to trade terms (such as EXW, CIP, etc.) are deemed to be made to the relevant term of the Incoterms published by the International Chamber of Commerce (ICC).

### 1.7 ICC Publications.

Any reference made to a publication of the ICC is deemed to be made to the version current at the date of conclusion of the Contract.

### 1.8 PACCAR.

PACCAR Inc., based in Bellevue, Washington, U.S.A.

### 1.9 PACCAR Affiliates.

Any legal entity in which PACCAR holds, directly or indirectly, at least 50% of the shares or voting rights.

## 2. Formation of Contracts

### 2.1

These General Terms SUT apply to all offers, quotations, agreements of Seller via the Used Trucks Platform, including all pre-contractual situations.

### 2.2 Quotations.

All quotations, offers and all proposals made by Seller to conclude a Contract can be revoked at any time and are non-binding for Seller, even after being accepted by Buyer.

### 2.3 Confirmation of Contract.

A Contract will only be concluded at the time and to the extent to which Seller has assented to this Contract by means of a confirmation. Seller reserves the right to terminate this agreement within 48 hours after its conclusion. In this case, the Buyer shall not be entitled to compensation.

### 2.4 Electronic communications.

In the event the parties to the Contract have communicated by means of electronic data transfer, the content of these communications will be evidenced by means of the data stored on Seller's systems.

## 3. Specification of the Used Truck

### 3.1 Sale "as is".

The Used Truck will be sold "as is", in the technical, legal and environmental condition in which it is available at the time of delivery. Buyer accepts the Used Truck with all its known and unknown defects and Seller gives no guarantee whatsoever regarding the condition of the Used Truck unless expressly agreed in the Contract. The Buyer acknowledges that the Used Truck is a used object and that it is solely up to the Buyer to inspect the (technical) condition of the Used Truck and waives any and all rights to claims for damages from Seller based on the (technical) condition of the Used Truck(s).

### 3.2 Information provided.

Any information provided by Seller on the Used Trucks Platform relating to the Used Trucks and their use, such as weights, dimensions, capacities, performance, prices, colours and other data, shall not take effects as terms of the Contract unless this has been expressly agreed in the Contract.

### 3.3 Condition at delivery.

The Seller and Buyer expressly agree that the Seller will deliver the Used Trucks to the Buyer in the technical condition of the Used Trucks at the moment of delivery. The Buyer agrees that the Seller will not give, neither expressly nor implicitly, any warranty with respect to the operational use or merchantability of the Used Truck and, in so far necessary, the Buyer declares to waive any and all rights to claims for damages from Seller based on the technical condition of the Used Truck(s).

## 4. Price

### 4.1 Denomination price.

Unless otherwise indicated, all prices and amounts agreed upon between the parties are in Euros and all payments to Seller must be made in Euro.

### 4.2 VAT, costs.

Unless otherwise agreed in writing, the price stated in the offer of Seller does not include value added tax (VAT) or any government charges due because of the sale of the Used Truck and does not include the cost of transportation, transfer of the vehicle registration, insurance or import or export formalities. These shall be for the account of Buyer.

### 4.3 VAT charges.

In the event VAT or similar taxes are due and/or levied over the sale of the Used Truck to Buyer, although Seller considered this to be a transaction over which no VAT or taxes were due (e.g. in the event of EU intracommunity

delivery), Seller will be entitled to charge the VAT and taxes to Buyer in addition to any additional charges and fines, without Seller being obliged to protest against such VAT, taxes or additional charges and fines.

#### 4.4 In- and excluded in price.

The price indicated in the Contract includes any costs which are for Seller's account according to the Contract or these General Terms SUT. However, should Seller bear any costs which, according to the Contract, are for the Buyer's account such sums shall not be considered as having been included in the agreed price and shall be reimbursed to Seller by the Buyer.

### 5. Payment conditions, termination

#### 5.1 Payment.

Unless otherwise agreed in writing, the price for Used Trucks sold shall be payable within two business days after conclusion of the Contract and – in any case - before delivery of the Used Truck. The payment date is a strict deadline. The amounts due shall be made by bank transfer to Seller's bank account and Buyer shall be deemed to have performed his payment obligations when the respective sums due have been received on the designated bank-account in immediately available funds. All cost related to the method of payment shall be for the account of the Buyer.

#### 5.2 Set-off.

All amounts due under the Contract to be paid by the Buyer to Seller shall be paid in full and without any deduction under whatever title and Buyer shall not be entitled to assert any credit, set-off, or counterclaim against Seller in order to justify withholding payment of any such amount in whole or part. Seller will be entitled to offset any amounts due by Seller to the Buyer against any amounts due by the Buyer to Seller or any other PACCAR Affiliate.

#### 5.3 Order of settlement outstanding amounts.

Seller is authorised to allocate the Buyer's payments to the Buyer's obligations at its own discretion, irrespective of any different order indicated by Buyer.

#### 5.4 Delayed payment interest.

If Buyer does not pay a sum of money when this falls due, Seller is entitled to late payment interest upon that sum from the time when payment is due to the time of payment. The interest shall be the applicable late payment interest rate for trade transactions under the law applicable to the Contract.

#### 5.5 Termination of Contract.

If a payment has not been received within the term as defined in article 5.1, Buyer is immediately in default without notice of default being required and Seller shall be entitled to terminate the Contract with immediate effect, either in whole or in part, without prejudice to Seller's other rights.

#### 5.6 Result of termination.

If a Contract is terminated by Seller, the Seller will be under no obligation to Buyer anymore to (among others) deliver ownership of the related Used Truck and will be entitled to sell and deliver the Used Truck to any third party. Seller will repay to Buyer the amount(s) paid to Seller under the Contract subject to withholding and/or set-off of any amount due by Buyer, including any and all damage suffered, and costs incurred Seller as a result or in relation to the termination of the Contract.

#### 5.7 Debt collection costs.

All costs, both extrajudicial and judicial (including the costs of legal assistance), incurred by Seller in the process of the collection of the amounts due by Buyer pursuant to the Contract, shall be for the account of the Buyer and shall be reimbursed to Seller. The extrajudicial costs shall amount to at least 15% of the amount due, subject to a minimum of EUR 250,00.

### 6. Retention of title

#### 6.1 Transfer of ownership.

All deliveries will be made under retention of title. The ownership of the Used Truck shall only transfer to Buyer at actual delivery of the Used Truck under the condition precedent of full payment by the Buyer to Seller of the agreed purchase price and any additional charges for the Used Truck, all costs for services rendered in relation to the Used Truck (if any), as well as all interest and collection costs due.

During the period that ownership of an object has not yet been transferred to the Buyer in accordance with this article, but delivery has taken place, the Buyer shall

- a) effect third-party liability insurance and comprehensive insurance for the vehicle and the Buyer shall not be allowed to alienate, encumber, pledge, lease, lend or sell the vehicle or to make it available to third parties in any way or transfer it as security to third parties
- b) store the Used Truck with the necessary care and as the recognizable property of Seller.

#### 6.2 Applicable law.

The laws of the country referred to in article 7.5 will also govern the property aspects of the retention of title stipulated in article 6.1. If this law does not permit the enforcement of a reservation of ownership by Seller as stipulated in article 6.1, Seller shall have the rights of a similar purport as the agreed retention of ownership, to the fullest extent possible under the applicable law.

### 7. Trade terms, delivery

#### 7.1 Delivery.

Unless otherwise agreed in writing, delivery shall be "Ex Works" (EXW) at Seller's designated address or EXW at such other location as designated by Seller. Buyer is obliged to have taken out all insurance required by (any) applicable law for the transport and/or use of the Used Truck as from the moment of delivery, including insurance for third-party liability.

#### 7.2 Date of delivery.

Seller will determine the date and location of delivery, acting reasonably. The delivery date is a strict deadline.

#### 7.3 Cooperation by Buyer.

Buyer is obliged to take delivery of the Used Truck he bought and to carry out all the acts which can reasonably be expected of Buyer in order to enable Seller to make the delivery and to provide the Buyer with the factual possession of the Used Truck on the designated delivery date and location.. If the Buyer fails to accept delivery of the Used Truck on the agreed delivery date and location, the following shall apply: a. All risk of loss, damage or depreciation of the Used Truck shall pass to the Buyer at the moment of non-acceptance, irrespective of the applicable trade term. b. All costs incurred or to be incurred by Seller in connection with the non-acceptance, including but not limited to storage, insurance, additional transport or safekeeping costs, shall be borne by the Buyer. c. Seller shall be entitled to charge a reasonable fee for storage and safekeeping of the Used Truck. The amount and payment terms of such fee shall be determined by Seller and notified to the Buyer. d. Seller shall be entitled to terminate the Contract, in whole or in part, with immediate effect, without further notice of default and without any liability for damages. Seller shall be free to sell the relevant Used Truck to any third party, and Buyer shall have no rights or claims in this respect.

#### 7.4 Non-compliance

Without prejudice to Seller's right to claim full compensation for all actual damages suffered, the Buyer shall, in the event

of non-acceptance or non-cooperation by Buyer as mentioned in 7.3, owe an immediately payable penalty of 10% of the purchase price of the relevant Used Truck, with a minimum of EUR 1.000,00 per vehicle, unless otherwise agreed in writing. Seller shall be entitled to set off any payments already received from Buyer against the penalty, storage fees and any other damages. Any remaining amount shall be refunded to the Buyer.

#### 7.5 Local law, transfer of ownership.

The mandatory provisions, regarding the transfer of ownership of movable goods, of the laws of the country where the Used Truck is delivered, will apply to the transfer of ownership of the Used Truck; without prejudice to the law that applies to the Contract.

#### 7.6 Written confirmation.

At least two business days before collection of the Used Truck on the date of delivery, the Buyer must confirm the timely collection of the Used Truck to Seller in writing, allowing Seller to prepare the delivery and the relevant documents.

#### 7.7 Handing over.

Buyer is obliged to fill in and sign the relevant document, to be provided by Seller, for the handing over of the Used Truck mentioning amongst others, which person, employee or agent (including third parties) is to collect the Used Truck on behalf of Buyer and to declare that the person/party concerned represents the Buyer concerning the receipt of the Used Truck and affairs related thereto.

#### 7.8 Documentation.

Buyer must assess whether the documentation present or to be delivered by Seller is sufficient for transport and (if applicable) import or registration in the country of destination. Seller is not in any way responsible or liable in this respect.

#### 7.9 Transfer of registration.

In principle, transfer of the vehicle registration (regarding the Used Truck) and related formalities (such as in case of export of the Used Truck), will take place prior to or at the delivery of the Used Truck. Buyer has the obligation to perform any and all acts to realize the transfer of the vehicle registration and related formalities and, at request of Seller, cooperate in full with Seller in this respect. Insofar required Seller is authorised by Buyer to perform any act and legal act necessary or desirable for the transfer of the vehicle registration. In case the transfer of the vehicle registration is not realized prior to or at the delivery of the Used Truck, Buyer will perform the transfer as soon as possible, at the latest 5 business days after the delivery of the Used Truck, so that (in any case) the Used Truck is no longer registered in the Seller's name. Immediately after the transfer of the vehicle registration Buyer will provide to Seller relevant copies of the new vehicle registration evidencing the transfer of the registration. The Buyer is not allowed to use the Used Truck on public roads before the transfer of the vehicle registration is fully realized. If Buyer nonetheless does, this shall be entirely at the risk of the Buyer and Buyer shall indemnify Seller against all claims from third parties arising therefrom and taxes, fines and cost Seller may incur in connection with this.

#### 7.10 Transport.

The Buyer guarantees that (if applicable) temporary registration plates and insurance provided (by third parties) are adequate for transport of the Used Truck to the destination location. All risks in this respect are for the account of Buyer and Buyer shall indemnify Seller against all claims from third parties arising therefrom and taxes, fines and cost Seller may incur in connection with this.

## 8. Compliance with law

### 8.1 Trade embargo.

In case the Buyer is a reseller, Buyer shall in no event, directly or through any intermediary, sell the Used Truck(s) to customers (entities and/or persons) or into countries (such as but not limited to Cuba, Iran, North Korea, Syria, Sudan, The Crimea region of Ukraine and others) that fall under the scope of a US, UN or EU trade embargo or in any other way, in relation to the Used Truck(s), directly or indirectly violate any applicable national or international legislation or generally accepted norms. Furthermore, when such an embargo applies, Seller does not accept any liability and Buyer cannot claim any indemnity, reimbursement or compensation of any kind arising out of or in connection with the effects of the applicable trade embargo.

### 8.2 Anti-bribery.

Buyer agrees to abide by all relevant anti-bribery legislation or any other applicable anti-bribery regulation, and any relevant anti-money laundering regulations. Under no circumstances shall Buyer, its employees, agents, or other person acting on its behalf, accept, solicit, offer, promise, give, or agree to give any money, gift, loan, or other benefit or advantage, either directly or through intermediaries, to a public official or private person, for that official, private person or third party, to exert influence, act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage under the Contract.

### 8.3 Antitrust.

Buyer will not enter into any contractual or de facto arrangement if such arrangement would directly or indirectly be in violation of any applicable antitrust regulation. Should Seller determine that Buyer has breached any of the provision of this paragraph, at its sole discretion, Seller shall be entitled to terminate the Contract. Buyer agrees to notify Seller should any transaction raise indications that such a law may be implicated.

## 9. Inspection, complaints

### 9.1 Inspection products upon receipt.

Without prejudice to the sale of the Used Truck, Seller will allow Buyer to inspect the Used Truck before delivery regarding conformity with the Contract.

### 9.2 Conformity.

All damages, specification non-conformity issues or deficiencies regarding the Used Truck, must be reported by the Buyer to Seller in writing prior to the delivery of the Used Truck. After delivery of the Used Truck, the Used Truck is deemed to be conform the Contract and Buyer will have no right whatsoever towards Seller on the grounds of non-conformity or any other (technical or other) defect regarding the Used Truck.

## 10. Liability

### 10.1 Liability.

Seller shall not be liable for any damage caused to third parties resulting from defects in the Used Truck.

### 10.2 No indirect damages, maximum amount.

Buyer will in no event be entitled to compensation under the Contract for indirect or consequential damages such as loss of profit, decreased turnover or property damage or any compensation above the price for sold Used Truck. The aggregate liability of Seller under the Contract shall in all cases be limited to EUR 30.000,00 (in words: thirty thousand euros).

### 10.3 Indemnification for third party claims.

The Buyer shall indemnify and hold Seller harmless from all claims for damages of third parties who, for whatever reason, allege to have suffered damage through Used Trucks delivered by Seller.

## 11. Force majeure

### 11.1 Impediments.

Seller is not liable for a failure to perform any of its obligations under a Contract if Seller proves :

- a. that the failure was due to an impediment beyond his control, and
- b. that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Contract, and
- c. that he could not reasonably have avoided or overcome it or its effects.

### 11.2 Termination.

If the force majeure (referred to in the preceding clause) subsist for more than one month, Buyer shall be entitled to terminate the Contract with notice.

## 12. Data protection

### 12.1 Disclosure and use of data.

Buyer agrees that Seller may collect and process, by computer or otherwise, any information, including personal data relating to Buyer or its employees (jointly: "Information") for the purpose of conclusion or performance of the Contract or other agreements between Seller and the Buyer. Buyer also agrees that Seller may, as far as is permitted by mandatory provisions of law, disclose this Information to PACCAR Affiliates, for the purpose of reviewing the Contract or for credit assessment or administering and servicing the Contract and to enable Seller to carry out statistical analysis. Seller may disclose Information in connection with the Contract to any person or entity to whom Seller assigns its rights under such assignment and any of Seller's agents or advisors for the purpose of advising on or assisting in such assignment.

### 12.2 Mailing lists.

Seller may also, as far as is permitted by mandatory provisions of law, use Information to inform Buyer about products and services of Seller, which Seller believes may be of interest to Buyer. If Buyer does not want to receive such information, Buyer may notify Seller of this. After receipt of such notice, Seller will stop using the Information for such marketing purposes.

### 12.3 Other purposes.

To the extent required by mandatory provisions of law, Seller will inform Buyer if Seller collects or processes Information for any other purpose than the purposes set out in this article via the Privacy Statement on the on [www.DAF.com](http://www.DAF.com)

## 13. Miscellaneous

### 13.1 Modification.

No modification of the Contract is valid unless agreed in writing.

### 13.2 Whole agreement.

The Contract and these General Terms SUT supersede and invalidate all other commitments, representations and warranties relating to the subject matter thereof which may have been made by the parties either orally or in writing prior to the date of the Contract, and which shall become null and void from the date of conclusion of the Contract. Each party warrants to the other party that it has not relied

on any such commitment, representation or warranty in entering into the Contract.

### 13.3 Conflicting clauses.

In case of conflict between these General Terms and the Contract, the Contract shall prevail.

### 13.4 Partial nullity.

If any provision of the Contract is adjudged by any court or government agency to be invalid, void or unenforceable, such provision will be deemed deleted from the contract and the remaining provisions thereof will continue to be in full force and effect. In such a case, Seller and Buyer shall make every effort to make a valid and enforceable contract in lieu of the ineffective provision, which will ensure the same or as much as possible approximate effect as the one which has become ineffective.

### 13.5 Assignment.

Neither the rights nor the obligations of Buyer under the Contract may be assigned, transferred or otherwise disposed of, in whole or part, without the prior written consent of Seller. Seller will be entitled to assign all or part of its rights and obligations under Contract. Any references to Seller will then include this assignee.

### 13.6 Translations.

The English language version of these General Terms SUT will be the authentic and binding version. Any translations of these General Terms SUT made available will be free translations provided without any representation from Seller that the translation accurately reflects the authentic version.

### 13.7 Surviving provisions.

Articles 10, 12, 14 and 15 shall survive any termination of this Agreement.

## 14. Governing law

Any questions relating to the Contract, which are not expressly or implicitly settled by the provisions contained in the Contract or these General Terms SUT, shall be governed by the laws of The Netherlands.

## 15. Dispute resolution

### 15.1 Dutch courts.

The Dutch courts of law shall have jurisdiction to hear and determine any suit, action, or proceedings and settle any dispute which may arise out of or in connection with the Contract if Buyer's country of domicile is an EU Member State in which Regulation (EU) No 1215/2012 of 12 December 2012 (or successive regulation) applies or the relevant decision will need to be executed in such a Member State. Parties agree that any such legal proceedings shall in first instance be submitted to the competent court in Amsterdam, The Netherlands.

### 15.2 Arbitration.

In the event the Dutch courts shall not have jurisdiction in accordance with article 15.1, all disputes arising in connection with the Contract, or further contracts resulting therefrom, shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam, The Netherlands. The arbitral procedure shall be conducted in the English language.

### 15.3 Other courts.

Nothing in this article 15 shall limit the right of Seller to take proceedings against the Buyer in any civil law court of competent jurisdiction, whether concurrently or not.