

GENERAL TERMS AND CONDITIONS OF DELIVERY –CONSOLIDATED MOTOR SPARES B.V. – B2C

Consolidated Motor Spares B.V. is a private company with limited liability, having its registered office in Lelystad, The Netherlands, and its place of business at Artemisweg 245, 8239 DD Lelystad, listed in the Trade Register of the Chamber of Commerce under number 32062478 ("CMS"). CMS operates on the wholesale market for original motorcycle, moped and motor vehicle parts, and the import and export of such parts.

1. Definitions

1.1. In these General Terms and Conditions of Delivery, capitalised words and phrases shall have the meaning set out below:

- a. **CMS:** the private company Consolidated Motor Spares B.V., user of these General Terms and Conditions of Delivery;
- b. **Consumer:** a natural person not acting in a professional or commercial capacity;
- c. **Day:** a calendar day;
- d. **Electronic Product:** a product that operates using electronic flows and/or electromagnetic fields;
- e. **General Terms and Conditions of Delivery:** these general terms and

conditions for the sale and delivery of Products and services to Consumers;

- f. **Precision Engineering Product:** a precision produced engineering products whether or not with measurement and/or control mechanisms and/or operating using electronic flows and/or electromagnetic fields;
- g. **Product:** any product offered for sale, sold or delivered by CMS, including an Electronic Product and/or a Precision Engineering Product;
- h. **Sealing:** transparent plastic and/or synthetic protective covering and/or packaging;
- i. **Terms of Use:** the terms that are applicable to accessing and using the Website, as published on the Website; and
- j. **Website:** www.CMSNL.com, on which it is possible to communicate electronically with CMS and view Products and Product Data, purchase Products, and view order information.

2. Communication

- 2.1. All communication between CMS and the Consumer will preferably take place online, whereby the Consumer will be able, by logging in to the Website, to use the

support ticket system clearly described on the Website, or by telephone during regular opening hours from Monday through Friday between 09:00 a.m. and 5:00 p.m., via number +31 (0)320 2651 20 or fax number +31 (0) 320 2684 96, or by e-mail: support@cmsnl.com.

3. Scope

- 3.1. These General Terms and Conditions of Delivery apply to each offer and each quotation and/or communication of CMS and every remote agreement concluded between CMS and the Consumer.
- 3.2. Before a (remote) agreement is concluded, the text of these General Terms and Conditions of Delivery is made available to the Consumer in a way that enables him to view, print and easily save them. If this is not reasonably possible, CMS will, before the remote agreement is concluded, either state where the Consumer may find and inspect the General Terms and Conditions of Delivery electronically, and print, download and save them, or send a copy of these General Terms and Conditions of Delivery either electronically or in another form to the Consumer free of charge.
- 3.3. Any derogations from and additions to these General Terms and Conditions of Delivery are

valid if agreed in writing between the parties only.

- 3.4. If any provision of these General Terms and Conditions of Delivery is void or voided, the other provisions of these General Terms and Conditions of Delivery remain in full force and effect. In that case CMS and the Consumer will consult on new provisions to replace the invalid or voided provisions.
- 3.5. In addition to the rights the Consumer may have under these General Terms and Conditions of Delivery, the mandatory rights and remedies under the applicable consumer protection laws will be fully applicable. The Consumer's statutory warranty will not be affected by any manufacturer's guaranty.

4. Offering Products

- 4.1. Any offer, proposal, quotation and/or communication from CMS is without obligation and only valid for as long as stocks last.
- 4.2. All Products offered by CMS are clearly described, stating the product number and, if available, the factory and model-specific data, to allow an assessment of their suitability and/or comparison with and/or replacement of another product and/or of any part of a composite product.

- 4.3. CMS devotes the greatest possible care to the information on its Website. All images of Products are as true to the Products offered as possible. However, CMS cannot guarantee the accuracy of the information and images.
- 4.4. All dimensions, data, images, catalogues, price lists, websites, quotations, NEN standards and/or standardisation sheets provided and/or published by CMS are always approximate, unless expressly stated otherwise.
- 4.5. Minor deviations in the delivered Products that are technically unavoidable or which are considered generally accepted in the course of trade may occur.
- 4.6. Based on the data provided by a Consumer upon registration on the Website, CMS will provide clear information about the price of the Product and the taxes applicable within the EU, the costs of delivery, and the manner in which the Consumer will be able, before concluding an agreement, to verify the data provided by him in the context of the agreement and, if necessary, to correct and/or supplement this data. All prices are quoted in Euro, unless otherwise stated.

5. The agreement

- 5.1. Subject to the provisions of Clause 5.4, all agreements will be concluded upon acceptance of the offer by the Consumer and fulfilling the applicable conditions; all offers of CMS are subject to availability. If a Product ordered by the Consumer is no longer available, CMS reserves the right to cancel the order, in which event CMS will immediately refund any payment made by the Consumer.
- 5.2. If the Consumer has accepted the offer electronically, CMS will immediately confirm receipt of acceptance of the offer by electronic means. The Consumer may terminate the agreement for as long as CMS has not confirmed receipt of this acceptance.
- 5.3. If the agreement is concluded electronically, CMS will take appropriate technical and organisational measures to ensure the security of the electronic data transfer and will provide a secure web environment. If the Consumer is given the option to pay electronically, CMS will ensure that appropriate security measures are in place.
- 5.4. CMS reserves the right, subject to the restrictions of the law, to verify the creditworthiness of the Consumer and all facts and factors that may be material in connection

with responsibly concluding (remote) agreements. If, further to such verification, CMS has good grounds to decide against concluding the agreement, CMS may reject the order or request, stating reasons, or attach special conditions to executing the order.

6. Delivery periods

6.1. The delivery periods stated by CMS are determined on the basis of the information known at the time when the order is placed. The stated delivery periods are always considered target dates and depend among other things on the stock of CMS's suppliers. Delivery periods will never be strict deadlines.

6.2. The Consumer will be notified within 45 days of placing the order if it is not possible to fulfil the order, or part thereof, within 45 days, in which case he will be entitled to cancel the order free of charge. In that case, CMS will refund the amount paid by the Consumer as soon as possible but no later than 14 days after cancellation.

7. Delivery, accepting delivery, change of delivery address

7.1. The place of delivery is the address that the Consumer has stated to CMS and that is specified on the order confirmation. The risk of damage and/or loss of Products

rests with CMS until the moment of delivery to the Consumer or to a representative designated in advance and communicated to CMS.

7.2. The Consumer is obliged to accept delivery of the ordered Products upon delivery by the carrier at the delivery address. If the Consumer refuses to accept delivery of the ordered Products and/or otherwise frustrates the delivery and/or does not sign for receipt, the order will be returned by the carrier to CMS and the costs of returning and storing the goods, payment on delivery and the customary compensation of the transport and ordering services of the carrier engaged by CMS will be payable by the Consumer. CMS may set off these costs against any payments made by the Consumer to CMS for the order.

7.3. The delivery address specified in the order may only be changed with CMS's prior consent. A request for a change of address must be submitted to CMS via the Website.

7.4. Upon receipt of a request for a change of address as referred to in Clause 7.3 above, CMS will notify the Consumer whether the request can be granted. CMS may make granting the request subject to additional conditions, in view of the transport risk or risk of loss of

and/or damage to the Products to be transported, and as regards the full payment of the purchase price of the order and any related other orders, as well as additional transit or transport costs.

- 7.5. The Consumer is not permitted to notify the carrier of a change in the delivery address as specified in the order directly without the involvement of and without consulting CMS. CMS will, in that event, not be responsible for a correct delivery, and the risk of loss of and/or damage to the ordered Products will pass to the Consumer; CMS will in no event be liable for any damage howsoever named as a result of a change in the delivery address.

8. Conformity

- 8.1. CMS will endeavour to ensure that the offered Products comply with the agreement and the specifications stated in the offer, as well as with the reasonable requirements of soundness and/or suitability, subject to the technical standards of sustainability and safety and environmental standards to be reasonably imposed on the Products, depending on the year and time of production of the Products. CMS expressly does not warrant the suitability of the offered Products for a purpose other than normal

use, or for any special use intended by the Consumer, unless CMS and the Consumer have unconditionally agreed such special use in writing.

9. Right of withdrawal

- 9.1. The Consumer may withdraw (cancel) the agreement for the purchase of a Product or Products, without stating reasons, within a fourteen-day reflection period.
- 9.2. The reflection period commences the day after the day on which the Consumer or a third party designated by the Consumer, who is not the carrier, has received the Product, or, if the Consumer has ordered several items in one and the same order that are supplied separately, the day after the day on which the Consumer or a third party designated by the Consumer has received the last Product.
- 9.3. CMS may refuse an order for multiple Products with different delivery times, provided it has clearly informed the Consumer of this possibility prior to the ordering process.
- 9.4. During the reflection period the Consumer must treat the Product with due care and may only open the packaging and/or Sealing to the extent necessary to be able to test the Product and to decide whether the Consumer wishes to

keep the Product. The Product may not be assembled or installed in or on any other product or combined product or connected to an electricity net, unless this is necessary to test the Product.

9.5. Due to the nature of the Products, including parts with accessories, Electronic Products and Precision Engineering Products, these Products will be protectively sealed in the factory or by CMS to protect them against harmful impacts caused by atmospheric conditions, induction charges, or other harmful external effects. If the Consumer wishes to revoke an agreement, he or she may not remove or break the Sealing during the reflection period, unless this is necessary to test the operation of the Product during the reflection period. In that case, the Product may not be used beyond what is reasonably necessary for testing.

9.6. If the Consumer exercises his or her right of withdrawal, he/she must return the Products, together with all delivered accessories, in their original condition, without damage and/or assembly traces and – if reasonably possible – with the Sealing unbroken and/or not removed, in the original packaging. The Consumer is required to follow the instructions clearly indicated by CMS on the Website under "Return and Exchange Policy".

9.7. The risk and burden of proof regarding the correct and timely exercise of the right of withdrawal rests with the Consumer.

9.8. The costs of returning the Products are payable by the Consumer. CMS will refund the purchase amount paid by the Consumer, including the original shipping costs, to the Consumer within 14 days after the Products are returned to CMS, or after the Consumer has demonstrated that he has returned the Products, depending on which is earlier. Reimbursement will take place using the same payment method used by the Consumer to buy the Product, unless the Consumer consents to another method.

9.9. CMS may exclude the following Products from the right of withdrawal, provided CMS has clearly stated this in the offer, or before the agreement is concluded at least:

a. Products manufactured on the Consumer's specifications, which are not prefabricated, and which are manufactured on the basis of an individual choice or decision of the Consumer, and/or which are clearly intended for a specific person.

10. Complaints procedure

- 10.1. Complaints must be submitted to CMS, together with a full and clear description, within a reasonable period of time after the Consumer has discovered something that gives rise to a complaint. The complaint may be submitted using the ticket system listed on the Website under "Service and Support". Complaints will be processed within 24 hours of receipt; CMS endeavours to settle all complaints within 14 days of receipt. If it is foreseeable that a complaint will require more time to settle, CMS will notify the Customer of this within 14 days, giving an indication when the Consumer may expect a more detailed answer.

11. Payment and retention of title

- 11.1. Unless prepayment is agreed on with the Consumer, and to the extent that the parties have not agreed a different arrangement, all amounts owed by the Consumer are payable within the payment term stated in the offer and on the invoice.
- 11.2. In the event of late payment CMS reserves the right to refer its claim against the Consumer for collection, in which event the collection costs will be payable by the Consumer in accordance with

the Dutch Extrajudicial Collection Costs (Standards) Act.

- 11.3. All Products delivered under an agreement remain the property of CMS until the Consumer has fully paid everything he or she owes CMS under the purchase agreement. If CMS is forced to invoke its retention of title, the Consumer is obliged to fully cooperate with CMS to enable CMS to recover the goods in question.

12. Liability

- 12.1. To the extent permitted under mandatory consumer protection law, the only remedy a Consumer has in respect of a defective Product is limited to replacing or repairing that Product free of charge.
- 12.2. To the extent permitted under mandatory consumer protection law, CMS will in no event be liable for indirect or consequential damage suffered by the Consumer, including but not limited to missed opportunities, loss, loss of data, third-party damage, relating to or arising from the agreement or the Consumer's use of the Products supplied by CMS.
- 12.3. To the extent permitted under mandatory (consumer protection) law, CMS's liability for damage caused to the Consumer for any

reason whatsoever, in all cases for each separate event (whereby a series of related events is considered a single event) will be limited to the invoiced amount actually paid by the Consumer to CMS for the relevant Product under the agreement, including shipping costs, and in any event to what an insurer pays out in the event concerned, plus CMS's deductible.

12.4. Nothing in the agreement concluded between CMS and the Consumer or in these General Terms and Conditions of Delivery excludes or limits CMS's liability if it is the result of:

- a. fraud, wilful misconduct or deliberate recklessness; and/or
- b. liability for damage to persons or goods based on product liability within the meaning of Article 6:185 et seq. of the Dutch Civil Code, subject to the applicable standards with regard to (the characteristics of) obsolete Products and the time of production.

13. Force majeure

13.1. In addition to Article 6:75 of the Dutch Civil Code, if and in so far as an event of force majeure occurs, CMS cannot be required to perform its obligations towards the Consumer and/or CMS will be

entitled to suspend its obligations for the duration of the event of force majeure.

13.2. In addition to Article 6:75 of the Dutch Civil Code, an event of force majeure is understood to mean all external causes as a result of which CMS is unable to perform its obligations under the (remote) agreement. This includes but is not limited to, strikes at third parties and/or at CMS's suppliers; disruption of the Internet or telecommunication facilities; and/or stagnation in the supply at suppliers or other third parties engaged, and causes caused by government measures.

13.3. If an event of force majeure continues for more than 90 days, both parties may terminate the agreement in writing, without CMS being liable to pay the Consumer any damages.

14. Personal data

14.1. The processing of personal data by CMS in connection with the performance of the agreement takes place in accordance with its privacy statement, which may be consulted on https://www.cmsnl.com/help/faq/9_disclaimergeneral-terms-and-conditions/#f76.

15. Terms of Use

- 15.1. The Terms of Use of the CMS Website apply to all visitors to the Website, including the Consumer who places an order via the Website (see CMS's Terms of Use http://www.cmsnl.com/help/faq.php?fq_catid=161#f364).

16. Applicable law; disputes

- 16.1. To the extent permitted under mandatory consumer protection law, all agreements between CMS and the Consumer are governed by Dutch law. To the extent necessary, the applicability of the 1980 Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 16.2. CMS points out to the Consumer the European platform for online dispute resolution. This platform may be contacted, using the free web tool, in respect of all online shopping issues. The web tool can be found on the following website: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=NL>.
- 16.3. All disputes arising from these General Terms and Conditions of Delivery, the delivery of Products, and from any agreement, offer, or from agreements arising from or related thereto, will be exclusively submitted to the competent court in the district of Amsterdam, unless (i)

the Consumer chooses the European platform for online dispute resolution, as referred to in Clause 16.2, to settle the dispute; or (ii) if the Consumer has decided within one month after CMS has stated that it wishes to have the dispute settled by the competent court in the district of Amsterdam and CMS has granted the Consumer a period of one month to state whether he/she prefers the dispute to be settled by the court designated by law, the Consumer has not exercised this right.

17. Amending the terms

- 17.1. All supplementary provisions and provisions deviating from these General Terms and Conditions of Delivery must be laid down in writing or in such a manner that the Consumer is able to save them in an accessible manner on a permanent data carrier.
- 17.2. An English, French and German version has been prepared of these General Terms and Conditions of Delivery. In the event of lack of clarity or conflict, the Dutch text of these General Terms and Conditions of Delivery will prevail and will at all times be decisive for the interpretation of the provisions contained in the English, French and German versions.