

**General terms and conditions of Autohandel
Winkel B.V.**

Autohandel Winkel B.V.
Lindberghstraat 37 7903 BM Hooerveen

Article 1 - Definitions

In these general terms and conditions, the following definitions apply:

"Winkel": the private limited company Autohandel Winkel B.V.;

"Counterparty": any party entering into an agreement with Winkel, or with whom Winkel is negotiating the conclusion of an agreement;

"Agreement": the agreement for the delivery of goods and/or the provision of services.

Article 2 - Applicability of these Conditions

These terms apply to all legal relationships where Winkel acts as seller, supplier of goods, or service provider. The applicability of any general terms and conditions of the counterparty is hereby expressly rejected.

Article 3 - Offers and Formation of Agreement

1. All offers and quotations from Winkel are non-binding unless a period for acceptance is specified. Offers expire if the product is no longer available.
2. Winkel is not bound by offers containing obvious errors or mistakes.
3. Prices mentioned in an offer or quotation are exclusive of VAT and other governmental levies, and any costs related to the agreement, including travel, accommodation, shipping, and administration costs, unless otherwise stated.
4. If acceptance deviates from the offer (even on minor points), Winkel is not bound unless explicitly agreed otherwise.
5. Offers do not automatically apply to future orders.

Article 4 - Delivery

1. Unless agreed otherwise, delivery is Ex Works. Delivery takes place immediately after Winkel receives the agreed purchase price. The counterparty must collect the purchased goods within seven days. Failure to do so allows Winkel to terminate the agreement and retain the deposit as compensation.

2. The buyer declares that the purchased goods will not be sold to third parties listed on EU or UK sanction lists.

Article 5 - Delivery Time

An agreed delivery time is not a strict deadline unless explicitly stated. In case of delay, the counterparty must issue a written notice of default.

Article 6 - Suspension and Termination of the Agreement

1. Winkel is entitled to suspend obligations or terminate the agreement if:
 - o the counterparty fails to meet obligations fully or on time;
 - o circumstances after the agreement justify concerns about performance;
 - o requested security for performance is not provided or is insufficient.
2. Winkel may also terminate if performance becomes impossible or unreasonable.
3. Upon termination, Winkel's claims become immediately due.
4. Winkel is not liable for any resulting damage or costs.
5. If termination is the counterparty's fault, Winkel may claim damages and impose a 10% penalty on the purchase price, payable immediately.
6. If the counterparty defaults, Winkel may terminate the agreement without being liable for damages, while the counterparty remains liable.

Article 7 - Warranties and Liability

1. Product details (e.g., features, colors, dimensions) are non-binding and provided in good faith.
2. The counterparty is assumed to know the relevant specifications.
3. The counterparty acknowledges that Winkel cannot guarantee hidden defects or lifespan.
4. Items can be extensively tested before purchase.
5. The counterparty accepts goods as-is, including known and hidden defects.
6. After delivery, the counterparty cannot claim defects.
7. Exchanges are only possible with Winkel's consent.
8. No warranties are provided, and Winkel accepts no liability for sold goods.
9. If Winkel is liable, liability is limited to the invoice value or relevant portion thereof.

10. Liability is further limited to the insurer's payout amount.
11. Winkel is never liable for indirect damage, only direct damage.
12. Direct damage includes reasonable costs to determine damage, rectify defects attributable to Winkel, and mitigate damage if proven effective.
13. Indirect damage includes loss of profit, missed savings, and business interruption, and is never covered.

Article 8 - Transfer of Risk

Risk of loss, damage, or depreciation transfers to the counterparty upon delivery.

Article 9 - Retention of Title

1. Goods remain Winkel's property until all obligations are fulfilled.
2. If obligations are not met or suspected not to be met, Winkel may reclaim goods. The counterparty must cooperate or pay a daily 10% penalty.
3. The counterparty must inform Winkel of third-party claims on goods.
4. The counterparty agrees to:
 - insure goods against fire, explosion, water damage, and theft;
 - pledge insurance claims to Winkel (Art. 3:239 BW);
 - pledge receivables from resale to Winkel (Art. 3:239 BW);
 - label goods as Winkel's property;
 - cooperate with reasonable protective measures.

Article 10 - Payment

1. Payment must be made within 7 days of the invoice date, by legal tender at Winkel's office or by bank transfer. After 7 days, interest of 2% per month applies.
2. In case of liquidation, bankruptcy, or debt restructuring, all obligations become due immediately.
3. For cash payments, the buyer declares the money is from legal sources and agrees to provide ID.
4. For intra-community 0% VAT transactions, the buyer confirms transport to the invoice address.

Article 11 - (Collection) Costs

If the counterparty defaults, they owe:

- all out-of-court collection costs, including reminders, settlement proposals, and

inquiries. Non-consumers owe 10% of the purchase price.

- legal costs. For consumers, costs are based on Dutch regulations. Additional costs may also be claimed.

Article 12 - Force Majeure

1. Force majeure includes events beyond Winkel's control (e.g., strikes, supply chain issues, transport problems).
2. Winkel may invoke force majeure even after an obligation is due.
3. Obligations are suspended during force majeure. If this lasts over two months, both parties may terminate without liability.
4. If Winkel has partially performed, it may invoice that part separately, unless it lacks independent value.

Article 13 - Indemnification

1. The counterparty indemnifies Winkel from third-party claims related to the agreement.
2. If third parties claim damages, the counterparty must assist Winkel. Failure to do so allows Winkel to take action at the counterparty's expense.

Article 14 - Applicable Law and Jurisdiction

1. All legal relationships involving Winkel are governed by Dutch law.
2. Disputes will be resolved by the court in Winkel's place of business, unless mandatory law dictates otherwise.
3. The Vienna Sales Convention and similar future regulations do not apply.
4. Disputes will be exclusively submitted to the District Court of Northern Netherlands.

Article 15 - Availability and Amendments

1. These terms are available upon request and for inspection at Winkel's office.
2. The Dutch version of these terms is decisive for interpretation.