

GENERAL TERMS & CONDITIONS COATED RACE BEARINGS (CRB)

SECTION A GENERAL PROVISIONS

Article 1 (definitions)

- 1.1 **CRB:** the private company **Coated Race Bearings B.V.** (Chamber of Commerce: 91555159), as well as all companies and enterprises directly or indirectly affiliated (or connected) with this company.
- 1.2 **Customer:** the private or business contracting party of CRB, including (also) all representatives, agents, assigns and heirs.
- 1.3 **CP:** abbreviation of **Catalog Product(s)**: this are Products, already provided with a fixed article production number by the specific producer or specific supplier involved.
- 1.4 **Customs:** all Products (not being CP) which are customized produced and / or produced on the basis of individual requirements of Customer (in the broadest sense of the word), as well as CP for which are made deviations regarding one or more specifications or product features.
- 1.5 **Managerial employees:** employees from- or on behalf of CRB, who do not perform any executive or repetitive work at all. Employees employed within the CRB organization are not managers / managerial employees, unless the Customer expressly proves the contrary with proper means of evidence.
- 1.6 **BW:** the Civil Code under Dutch law.
- 1.7 **Delivery :** the legal delivery within the meaning of the Dutch Civil Code.
- 1.8 **Factual Delivery :** the actual delivery to/for the benefit of the Customer.
- 1.9 **Workable conditions:** the circumstances - including but not limited to weather conditions - under which CRB is able to provide the Services or deliver the Products.
- 1.10 **In writing:** “ *in writing* ” also means by electronic means within the meaning of the Dutch Civil Code (such as email, SMS, social media and the like) or any other means of communication.
- 1.11 **Agreement:** the agreement concluded between CRB and the Customer in accordance with the provisions of 4.1.
- 1.12 **AVG:** Regulation (EU) 2016/679, being the General Data Protection Regulation, including all (supplementary) national and international laws and regulations based on it (such as the UAVG, being the Dutch Implementation Act General Data Protection Regulation, all guidelines and regulations of the AP and the like). Terms in these general terms and conditions that also appear in / originate from the AVG / GDPR (such as “ *data subjects* ”, “ *processing* ”, “ *processor* ”, “ *controller* ” and the like), have the same meaning as defined or described in – or pursuant to the AVG / GDPR.
- 1.13 **AP:** the Dutch Data Protection Authority, being the Dutch supervisory authority for (correct) compliance with all regulations under the GDPR.
- 1.14 **Adjustment:** the estimate included by or on behalf of CRB in the quotation or Agreement of costs regarding Services to be performed or Products to be delivered or payments to be made to third parties.
- 1.15 **Parties:** CRB and Customer together.
- 1.16 **Product(s):** all products designed, produced, sold and/or distributed or modified by or on behalf of CRB and/or other items that CRB delivers to the Customer under the Agreement, such as (but not limited to): CP and / or Customs and the like.
- 1.17 **Service(s):** all activities, services or any other performance (whether or not related to the Products) that CRB provides to the Customer under the Agreement, such as (but not limited to): providing support or advice regarding Coating. This all, in the broadest sense of the word.
- 1.18 **Manuals:** information, regulations, instructions, manuals and the like provided by or on behalf of CRB for the (correct) application, installation / assembly, use and maintenance of Products or Services.
- 1.19 **Performance:** all partial or end results or revenues realized by the Products, Services and/or combination of people, vehicles, Products and any other items (whether or not manufactured by the Customer), realized or to realize partial or end results, profits and (power) increases, such as (maximum) torque, top speed, horsepower / PK, Kw or Nm.
- 1.20 **Coating:** applying (or to let apply) a coating layer to Products or on Items in the sense of Chapter D of these general terms and conditions.

Article 2 (applicability and ranking)

- 2.1 These terms and conditions apply to all offers, quotations, Agreements or other services from or with CRB, including all orders or agreements related to or arising from the Agreement.
- 2.2 CRB rejects the applicability of any general terms and conditions used by the Customer and expressly rejects such conditions (also within the meaning of Article 6:225 of the Dutch Civil Code).
- 2.3 The nullity or invalidity of one or more provisions in these Terms and Conditions does not affect the legal validity of the other provisions. With regard to these provision(s), legal conversion takes place pursuant to Article 3:42 of the Dutch Civil Code.
- 2.4 If the Parties deviate from one or more provisions in these Terms and Conditions, all other provisions will remain effective in full force. Deviations from these Terms and Conditions are only valid if agreed in writing between CRB and the Customer.

- 2.5 The applicability of the Vienna Sales Convention (Convention of International Sale of Goods) is expressly excluded to all legal relationships in the broadest sense of the word between CRB and the Customer. The provisions of Articles 7:752 paragraph 2 and 3 of the Dutch Civil Code, 753 paragraph 1 of the Dutch Civil Code, 7:754 of the Dutch Civil Code and 7:764 of the Dutch Civil Code also do not apply to the Agreement or are hereby expressly excluded.
- 2.6 If one or more provisions or regulations under the Agreement, these General Terms and Conditions or any additional general regulations conflict with each other, the following order of precedence applies: Warranty Regulations take precedence over Manuals, whereby Manuals take precedence over the Agreement and the Agreement takes precedence over these General Terms and Conditions or any additional general arrangement(s), or CRB may rely on the applicable provision(s) that is most favorable to CRB.
- 2.7 If the Customer is a consumer, Dutch mandatory consumer law prevails. This, only and exclusively to the extent that what is stated in the Agreement or these General Terms and Conditions is in conflict therewith. In that case, all the other parts that are permissible remain effective in full force.

Article 3 (offers, quotations, prices, estimates, additional work and compensation for preparatory work)

- 3.1 All offers, price lists and quotations from CRB are always without obligation and apply Ex Warehouse, even if a term for acceptance is stated. Offers and quotations do not apply to repeat orders, or CRB is not obliged to subsequent delivery of previously ordered and delivered Products or Services.
- 3.2 All prices stated in quotations, price lists or offers are subject to change and without obligation (in Dutch: "vrijblijvend aanbod"). This all, including with regard to type, printing or typographical errors, unless expressly agreed otherwise in writing.
- 3.3 All quoted prices or offers are net, excluding: VAT, import and export duties, other taxes, levies and duties, costs of loading and unloading and transport, packaging costs, customs clearance costs, storage costs, (dis)assembly and installation costs, instruction costs, service and repair costs, travel and accommodation costs, as well as excluding all (possible) other costs associated with the delivery of Products or Services, unless expressly stated or agreed in writing otherwise. All these additional costs (items) are solely and entirely at the expense and risk of the Customer.
- 3.4 When issuing a composite quotation, CRB is never obliged to perform or deliver part of the Products or Services mentioned therein and the Customer cannot derive any rights from the (partial) prices quoted by CRB.
- 3.5 CRB has the authority to charge any increases to the Customer, among other things related to wages, raw material prices, fuel costs, transport costs, storage costs, (dis)assembly costs, exchange rates, insurance premiums and government levies (including taxes, import duties and the like) or with regard to all other costs mentioned in 3.3. - arising after the quotation or offer has been issued - for those Products, Services or Deliveries that still have to be carried out by or on behalf of CRB at the time those increases occur or will take effect.
- 3.6 In the event that the Customer: **(1)** wishes any change or modification to the Agreement, or to the agreed work, design or specifications, or **(2)** CRB has carried out such changes or modifications (including in any case, but not limited to: different colour, different design, other materials or adapted construction or changes in the technical or aesthetic implementation and the like) or **(3)** the information or data provided by or on behalf of the Customer does not, does not fully or does not correspond properly with reality or with the objective facts and circumstances, or **(4)** there is a deviation of more than 10% from the quantities or other values estimated by CRB and/or the Customer, CRB is entitled to charge an additional price for this in accordance with the usual rates applicable at CRB or - in the absence thereof - in accordance with the market rates at the time those changes are made or realized. Less work only applies to the extent that CRB agrees to this in writing and is calculated on the basis of the value of price-determining factors applicable at the time of conclusion of the Agreement in accordance with 4.1.
- 3.7 Amounts in quotations and Agreements are based on work performed during normal working days. An increased rate of 150% applies to work carried out or to be carried out by or on behalf of CRB in the evenings (after 6:00 PM) and on Saturdays. For Sundays and generally recognized holidays, a rate of 200% applies compared to the regular rate.
- 3.8 All (other) Products or Services not described in the quotation or in the Agreement will also be carried out by CRB on the basis of actual costing or will be charged to the Customer as additional work. The provisions of 3.6 apply mutatis mutandis.
- 3.9 In the event CRB, whether or not at the express request of the Customer, carries out work for the Customer in the period before the conclusion of the Agreement that goes beyond the regular work for issuing a quotation or quotation (such as, but not limited to: participate in meetings, visits or discussions on location, designs, sketches, calculations, (production) drawings, prototypes and/or carry out engineering work or any other type of preparatory work), then CRB is entitled to a cost reimbursement for this work in accordance with the provisions of 3.10 and 3.11.
- 3.10 The right to compensation as referred to in 3.9 arises and becomes due in any case from the moment that a maximum of four (4) months have passed after the last work described in 3.9 was performed and no Agreement has been concluded within that period in accordance with 4.1.
- 3.11 The cost reimbursement referred to in 3.9 is determined on the basis of the time actually spent by or on behalf of CRB, multiplied by the usual (hourly) rate applicable at CRB, or in accordance with any applicable different rates (such as, but not exclusively: a fee per meeting, per drawing, per calculation and the like).

- 3.12 CRB reserves the right at all times to refuse orders or not to convert quotations already issued and accepted by the Customer into a binding Agreement. This all, this without stating reasons or further explanation and without CRB becoming liable for any damages or costs in any way.
- 3.13 If, before or at the time of concluding the Agreement, the price or prices due for the delivery of Products or Services have not or have not been explicitly agreed with the Customer or recorded therein, the Customer is obligated to pay the price or prices in accordance with the usual applicable CRB prices or rates or - in the absence thereof - in accordance with market rates, applicable at the last moment of Delivery.
- 3.14 CRB is authorized - but not obliged - to: (1) settle costs or expenses incurred by or on behalf of CRB for which a provisional amount has been included on the basis of subsequent calculation with the Customer on the basis of the prices to be charged by CRB and/or (2) to implement a compensation to be determined by CRB in the relevant provisional item(s).

Article 4 (formation of Agreement and subsequent changes)

- 4.1 The Agreement between CRB and the Customer will only be concluded after **(1)** CRB has confirmed in writing the quotation issued by it and accepted on behalf of the Customer or the telephone or written order from the Customer, or **(2)** a written Agreement, signed and initialed for approval on behalf of CRB (by a director or employee authorized to represent) and on behalf of the Customer, or **(3)** as soon as CRB has started the execution of the assignment or order for which, by their nature, no written confirmation or agreement is made as referred to above in 1 and 2 (such as for work or similar work that CRB has previously carried out for the Customer), in which case the subsequently invoice, sent by CRB, applies as the Agreement and (also) as the written confirmation in which all arrangements between CRB and the Customer are correct and complete described.
- 4.2 As long as the Agreement has not been concluded according to 4.1, CRB may revoke or change the offer or quotation at any time.
- 4.3 If a revocation or change as referred to in 4.2 leads to a new offer or quotation from CRB, the provisions of Article 3 and 4.1 apply mutatis mutandis.
- 4.4 In the event Customer makes any reservations or changes by its acceptance of the offer or quotation from CRB or refers to any other (general) terms and conditions, the Agreement will (in deviation of the previous paragraphs), only be concluded if CRB has also confirmed in writing to the Customer, explicitly stating that CRB agrees fully and without reservation with all the aforementioned reservations, changes or references.
- 4.5 Changes to Agreements concluded and/or deviations from these General Terms and Conditions after their conclusion are only effective if they have been agreed in writing between CRB and the Customer.
- 4.6 CRB is entitled to fully charge the Customer for increases as referred to in 3.5 that occur after the conclusion of the Agreement as referred to in 4.1.
- 4.7 If the Agreement is concluded with multiple Customers, they are all jointly and severally liable to CRB.
- 4.8 As long as the Agreement has not been concluded (yet) in accordance with 4.1, any measures taken or (preparatory) actions carried out by or on behalf of the Customer are entirely at the Customer's own expense and risk. The Customer indemnifies CRB against any claims from third parties in this regard.

Article 5 (conformity of Products & Services)

- 5.1 All (showroom) models, samples, images, drawings, sizes, prototypes, test setups or instructions and the like, whether digitally or virtually, shown to the Customer (before or after issuing the quotation or offer), are only provided as an indication or general presentation. This all, without the requirement that Products or Services will have to comply therewith.
- 5.2 The Customer cannot derive any rights from communications / information made by CRB regarding (technical) product specifications and data as stated on the websites, catalogues, price lists, images, drawings, standardization sheets, virtual representations of its products or other information-providing documents, unless the same data are included in the Agreement and the contrary is expressly stated.
- 5.3 CRB undertakes to deliver the Products or Services to the Customer in accordance with the description, quality and quantity as described in the Agreement. CRB does not provide any further guarantees to the Customer or the Customer has no further claims against CRB in this regard.
- 5.4 CRB only guarantees that the Products and Services (must) meet and are in accordance with the (technical or Product) specifications as described in the Agreement. If the Customer wishes to place, use or purchase the Products or Services outside the territory of the Netherlands, CRB does not guarantee that the goods also comply with all (possibly applicable) additional laws and regulations (such as local regulations and the like). The Customer indemnifies CRB against claims from third parties in this regard.
- 5.5 With regard to the Products, Services and resources (including one or more parts thereof), CRB is never obliged to provide the Customer with further guarantees in the broadest sense of the word than those which the suppliers or producers will guarantee to CRB.

- 5.6 Minor deviations in quality, color, surface structure, design, weight, size, construction, finish, technical or aesthetic design and the like of the Products do not or never lead to a shortcoming or any non-conformity on the part from CRB. Such deviations do not constitute valid grounds for the Customer to terminate (in Dutch: *"ontbinden, opzeggen en/of anderszins beëindigen"*) the concluded Agreement (whether or not in part), nor does it justify a reduction in the purchase price due or the right to any other compensation or does it give the right to replacement or repair or reason not to cooperate in the delivery or installation of the relevant Products or Services.
- 5.7 When assessing whether CRB has failed (whether or not attributable) in the fulfillment of its obligations under the Agreement, the aesthetic value or appearance of Products or Services is always disregarded or fully excluded from this assessment. The (actual or otherwise) aesthetic value or appearance of the delivered or performed work (also) never constitutes a shortcoming on the part of or on behalf of CRB.
- 5.8 CRB does not guarantee or accept any responsibility or liability for the functional and/or ergonomic operation or suitability of the Products or Services, or for the intended use thereof by the Customer. This, also in the context of the working conditions under Article 7:658 of the Dutch Civil Code. The Customer therefore indemnifies CRB against claims from third parties (such as actual end users) in this regard, including claims based on product liability.
- 5.9 The conformity of Products or Services never relates to the (quality or quantity of the) functional operation thereof, or never to the Performance, functionality or accountability (in Dutch: *"comptabiliteit"*) in the broadest sense of the word. This is because the functional operation and / or the Performance is also and mainly determined by facts and circumstances over which CRB has no influence.
- 5.10 If the Products or Services - viewed by their nature - are considered suitable for a particular or specific method or application, this does not imply that the Customer may expect on the basis of the Agreement that the Products or Services will actually be suitable for and/or always can be used for this purpose. This, also in view of the Customer's own responsibility in accordance with 8.7.
- 5.11 Personal experiences, impressions or assessments from - or on behalf of the Customer, in connection with Products or Services, (such as, but not limited to: ease of use, look & feel and the like) are not part of the conformity of Products or Services, or cannot lead to any non-conformity.
- 5.12 Also in view of 5.9, 5.10 and 5.11, the conformity of Products or Services (as well as the guarantee thereof pursuant to Article 14) never relates to, or CRB does not or never guarantee, that Products or Services can always (continue to) function undisturbed, or will or can always and/or be completely resistant to, among other things (but not limited to): vibrations, electrical noise, moisture, dust, heat and cold or to any other external conditions. The Customer indemnifies CRB against any claims from third parties in this regard (including, but not limited to, the Customer's own customers or personnel employed by them).

Article 6 (performance of Agreement)

- 6.1 CRB is free in the way the Agreement will be executed or performed, including with regard to: which employees (can) be deployed for this purpose, the manner and order of execution, as well as in the choice of suppliers and / or materials, raw materials, semi-finished products or aids to be used.
- 6.2 CRB is at all times permitted - without prior consultation or approval from the Customer being required - to have the Agreement executed in whole or in part with the help of third parties engaged by it or to transfer its resulting rights or obligations to a third party.
- 6.3 With regard to third parties engaged by CRB, CRB cannot be held to do more or be liable to the Customer to a greater extent than that for which the third party engaged in question can be held vis-à-vis to CRB.
- 6.4 CRB performs Services or all other activities other than the manufacture and delivery of Products exclusively on the basis of best efforts obligations (in Dutch: *"inspanningsverplichtingen"*).
- 6.5 Resources (such as tools, implements and the like) remain the property of CRB at all times, unless expressly agreed otherwise in writing or unless they are processed or consumed for the performance of Services or delivery of Products.
- 6.6 Tools, materials or items provided by or on behalf of the Customer must be delivered to CRB free of charge and provided by the Customer with sufficient markings as being the property of the Customer (such as the name, address of the Customer and the like). If these resources or items have to be consumed or processed, ownership thereof expires when CRB has actually received and takes possession of them.
- 6.7 If the Customer wishes any deviation from the Agreement, CRB is entitled (possibly with retroactive effect) to charge additional work in accordance with 3.6.
- 6.8 In the event CRB is unable to provide the Services or deliver Products due to or in connection with any delay, shutdown (including strikes, company occupations) or calamity (such as, but not limited to: power outage, complete or partial closure of the business, whether or not due to government measures, non-functioning equipment and installations), then CRB is entitled to charge the Customer for the lost or useless time or waiting time in accordance with the agreed or usual rates. To the extent possible, CRB will specify this time separately in the invoice.
- 6.9 CRB accepts no responsibility or liability for stagnations, directly or indirectly related to work to be carried out by third parties or items to be delivered or delivered by third parties.
- 6.10 CRB reserves the right to identify its Products, Services or Tools – digitally or otherwise – at any time.
- 6.11 As long as the Customer has not provided CRB with all documents or information required for the execution of the Agreement, CRB is not obliged to fulfill its obligations arising from the Agreement.

- 6.12 CRB is only responsible for the Services provided by or on behalf of CRB itself. However, CRB is never responsible or liable (or never accepts any responsibility or liability) for any executive action based on, arising from, or related to the Services provided by or on behalf of CRB. All this, regardless of by or on behalf of whom the relevant implementation act(s) are performed and also in the event that CRB (or a third party on behalf of CRB) is or remains actually involved in this in any way. The Customer indemnifies CRB against any claims from third parties in this regard.

Article 7 (customer obligations)

- 7.1 The Customer is obliged and guarantees to CRB that all relevant information that may be important for correct execution is made known to CRB or the relevant employees in a timely manner (and in any case before the start of the performance of Services or delivery of Products), as well as Customer will execute timely all checks regarding measuring, remeasure of sizes, dimensions, running clearance and the like. CRB and its employees may at all times rely on the accuracy, completeness and reliability of that information, without CRB being obliged to carry out any further investigation or verification itself thereof. If the Customer is in default with this, CRB reserves the right to suspend execution or charge for additional work in accordance with 3.6.
- 7.2 The Customer is – at first request of CRB - obliged to cooperate immediately and free of charge to provide all facilities free of charge to CRB, including (but not limited to): (1) providing free access to sites / plants / buildings in the broadest sense of the word and (2) provide sufficient parking space, also for loading and unloading. In the event the Customer is in default therewith, CRB has the right to charge the Customer for all extra costs or extra hours related thereto in accordance with 3.6 and / or 3.8.
- 7.3 The Customer is obliged to notify CRB in writing of any changes or additions immediately or at the latest within 24 hours after the conclusion of the Agreement, failing which the Agreement will serve as the basis for the obligation(s) of CRB towards the Customer referred to in 5.3.
- 7.4 If the Customer makes changes or additions to the order confirmation or Agreement as referred to in 7.2, the provisions of 4.3 apply mutatis mutandis.
- 7.5 The Customer is not/never permitted to employ CRB employees, either directly or outside CRB, to have them work for the Customer or to approach or induce them to do so in any way (all in the broadest sense of the word). In the event of violation of this, the Customer will owe (without the requirement of a prior notice of default in writing) an immediately due and payable fine of € 25,000 (in words: twenty five thousand euros) per employee, plus a fine of € 500 (in words: five hundred euros) per day for each day that the Customer is in default / the violation has not yet (completely) been remedied. This is without prejudice to the right to additional compensation or the right to specific performance / the right to claim (full) compliance by CRB.
- 7.6 The Customer is fully liable for all damage suffered by CRB employees employed by him during or in connection with the performance of the work, damage due to death or physical injury, consequential damage and the damage referred to in Article 7:658 paragraph 4 of the Dutch Civil Code expressly included. The Customer will indemnify CRB against claims from employees in this regard upon first request.
- 7.7 It is primarily the obligation and (own) responsibility of the Customer to determine specifications for the Products and Services to be supplied by CRB (including, but not limited to: sizes, dimensions, running clearance, and the like). If the Customer does not provide CRB with any specifications or provides incomplete, unclear or inadequate specifications, CRB will (without any prior notice to Customer being required) determine these specifications itself. Only the specifications established by or on behalf of CRB itself (and all materials used or applied on that basis by or on behalf of CRB) are decisive for the conformity as referred to in 5.3 and/or 5.4. The (legal) question whether or not the specifications established by or on behalf of CRB itself (or the materials actually used on the basis thereof) have been established or applied correctly or properly, is in that case never part of the conformity and never leads to any shortcomings or to any liability on the part of CRB.
- 7.8 The Customer will treat all information made available by or on behalf of CRB (in the broadest sense of the word) confidentially, will not disclose it to third parties and will only make it available to those involved (such as employees) on a “strictly need to know basis”. In the event of a violation thereof, the Customer (per established violation) is also liable to pay a fine as described in 7.5.

Article 8 (own responsibility Customer)

- 8.1 The Customer is responsible for and guarantees the presence and validity of any necessary permits, exemptions and the like in the broadest sense of the word, as well as all associated costs are (solely) at the expense and risk of the Customer.
- 8.2 If the Customer prescribes, advises or makes available to CRB any materials or other items or resources, CRB never accepts any responsibility or liability for this. The Customer indemnifies CRB against claims from third parties in this regard.
- 8.3 CRB does not accept any responsibility or liability for matters or items made, provided and/or prescribed by or on behalf of the Customer to CRB, such as: sizes, dimensions, running clearance, diagrams, colors, designs (including logos or other distinguishing marks), sketches, specifications of capacities and all other (Product) specifications in the broadest sense of the word, plans, diagrams and the like, nor for all tools, materials or other items made available to CRB by or on behalf of the Customer. CRB only tests all these items globally and internally, from which test the Customer cannot derive any claims or rights. The Customer will indemnify CRB upon first request against claims from third parties in this regard, expressly including claims based on intellectual property rights.
- 8.4 Obtaining advice from CRB, whether or not about the Performance or application possibilities of the Products or Services or about the intended use thereof by the Customer (or the Customer's customer), never releases the Customer from its own ultimate responsibility or liability. For example, the Customer is, among other things (but not exclusively) responsible for complying with all applicable national or international laws and regulations (such as, but not limited to, product safety).
- 8.5 CRB is never responsible or liable for the purchase or choices (or sequency and / or combination) of certain Products or Services by the Customer (such as, but not limited to: choice of brand, manufacturer, sizes, dimensions, running clearance, material(s), type, colors, designs, suitability for intended use, factual use, type of competitions, races, road surfaces and the like), nor does CRB provide any guarantees in this regard towards Customer or third parties.
- 8.6 CRB is not liable for damage due to death or physical injury, consequential damage or damage on any other basis related to the (inadequateness of) the materials, (auxiliary) resources or parts made available by or on behalf of the Customer for further processing or assembly. All this, regardless of processing or processing by CRB or third parties, unless there is intent or deliberate recklessness (in Dutch: "*opzet of bewuste roekeloosheid*") on the part of CRB or its Managerial employees. The Customer fully indemnifies CRB against all claims for compensation for damage from personnel of Customer, CRB or from third parties.
- 8.7 The conformity pursuant to Article 5 only applies to the Netherlands or Dutch law and regulations (including European regulations that have been converted to or implemented in Dutch law and regulations). The Customer remains (ultimately) responsible for complying with all other (international, local or regional) laws and regulations, including the United States and Canada regions and all applicable laws and regulations.
- 8.8 Solely Customer is responsible for any further processing of Products or Services (such as composing, assembly, installation in vehicles and the like), as well as for any action or use thereof after delivery has taken place in accordance with article 9. CRB recommends Customer to enable or ask advice or assistance of an expert in the field (such as a well-known and / or experienced engines – or overhaul company, engine builder / engine specialist / tuner).
- 8.9 Regarding 8.8, CRB accepts no liability or responsibility for – whether or not in advance – checks to execute (such as: measuring, sizing, specifications and the like).
- 8.10 Recommendations, advices and the like, provided by or on behalf of CRB at any moment or in any way, does never affect the own responsibility of Customer under this article, the Law or general public opinions (in Dutch: "*verkeersopvattingen*"), nor this implies taking over any responsibility by or on behalf of CRB or the acceptance of any liability of CRB thereof towards Customer or third parties.
- 8.11 Customer is aware of the fact that - by applying Products, and / or the reached Performance therewith – Customer is pushing the limits of what is acceptable or responsible, as well as (as a consequence thereof) warranties or guarantees of manufacturers / Original Equipment Manufacturers, dealers, lease companies can – or will be cancelled or expire (in whole or in part). Taking this also into account, CRB will never provide any warranties or guarantees regarding safety or safety risks, which can be involved or can occur by the use or apply of Products or Services. Customer will indemnify CRB for claims of third parties related thereto.

Article 9 (delivery times, delivery, factual delivery/handover and risk)

- 9.1 The terms specified by CRB or agreed with CRB are not binding and / or fatal deadlines. Expiry of these terms does not immediately lead to liability of CRB and / or does not give the Customer the right to terminate the Agreement. In that event, a prior, proper and written notice of default by the Customer is required, which includes a minimum cure period of six months (among other things related to production times, lead time and the like for suppliers, whether or not located abroad). This minimum cure period and the aforementioned requirement of written notice of default also applies if the Customer declares or wants to declare CRB in default due to any other shortcoming.
- 9.2 Exceeding the delivery time or another term (whether or not after CRB has been given notice of default in accordance with 9.1), or any dissolution of the Agreement based thereon, only entitles the Customer to damages or any other compensation in accordance with the provisions of article 13 and/or article 14.
- 9.3 Delivery takes place ex warehouse of CRB (Ex Works) or of the third party(ies) engaged by it, unless expressly agreed otherwise in writing.
- 9.4 The factual delivery and delivery referred to in 9.3 are deemed to have taken place at the time that the Products are ready for the Customer in the stock / storage warehouse of CRB or of the third party(ies) engaged by it and this is made known in writing or otherwise by CRB to the Customer.
- 9.5 From the moment referred to in 9.3 / 9.4, the Products are deemed to be under the control of the Customer and from that moment on they are at the Customer's expense and risk.
- 9.6 If delivery does not take place in accordance with the provisions of 9.3 / 9.4, the Products will be delivered or delivered to the agreed location or locations in the manner determined in the Agreement, quotation or order confirmation or subsequently agreed in writing between the parties. During transport, the Products are not insured by CRB and the Products are already at the expense and risk of the Customer. The Customer must insure the risk during transport himself. CRB determines the method of transport / choice of carrier. The consignment note / transport note / delivery documents from the carrier qualifies as proof of delivery or refusal to accept delivery by the Customer.
- 9.7 If delivery takes place in accordance with the provisions of 9.6, the costs for delivery - including but not limited to transport costs - will be fully borne by the Customer and the provisions of the previous paragraphs of this article apply accordingly .
- 9.8 If - outside the situation referred to in 11.1 - due to circumstances not attributable to CRB, the Products cannot be delivered or cannot be delivered on time in accordance with the provisions of 9.6 and/or those Products are not factual accepted by the Customer after the notification in accordance with 9.4, CRB is authorized to have the Products stored (whether or not by third parties) at the expense and risk of the Customer.
- 9.9 CRB is authorized to make partial deliveries and to invoice such deliveries to the Customer separately.
- 9.10 CRB is at all times entitled to send Products to the Customer cash on delivery. If the Customer refuses to pay upon arrival of the Products at the destination, CRB is entitled to terminate (in Dutch: "*ontbinden*") the Agreement immediately (and without further notice of default required).
- 9.11 If CRB requires further information or documents from the Customer or third parties in order to properly fulfill its obligations, the period referred to in 9.1 will only commence when CRB has received that information or documents in full.
- 9.12 After CRB has completed the Products or Services, delivery will take place. In any case, the Customer has accepted the Products or Services and are deemed to have been properly delivered as soon as: (1) the Customer or the actual end user actually puts the work performed or delivered by CRB into use in any way and/or (2) as soon as CRB makes the Products or Services available to or for the benefit of the Customer or the actual end user.

Article 10 (requirement of securities)

- 10.1 If at any time CRB has reasonable doubts about the payment capacity or solvency of the Customer, CRB is entitled to suspend delivery as referred to in Article 9 or the performance of work still to be performed until the Customer has provided sufficient security for compliance of its (payment) obligations to CRB.
- 10.2 Whether the securities offered by the Customer as referred to in 10.1 are sufficient, is at the sole discretion of CRB. The Customer is liable for any damage suffered by CRB as a result of this delayed delivery.
- 10.3 The Customer is obliged, at CRB's first request, to provide insight free of costs (in the broadest sense of the word) into publication reports, annual reports, annual accounts, the financial administration as well as into all (other) recoverable assets.
- 10.4 If CRB has made a request to the Customer as referred to in 10.3, the Customer is also obliged to notify CRB in writing of all changes in the assets as soon as possible afterwards.
- 10.5 In the event the Customer fails in any way to provide sufficient security as referred to in 10.1 or fails to provide adequate insight into the financial position as referred to in 10.3 and 10.4, CRB is entitled to terminate (in Dutch: "*ontbinden*") the Agreement immediately and (without prior notice of default being required) an immediately payable fine of € 250 per day is due by the Customer, for each day that the Customer remains in default therewith. All this, without prejudice to CRB's right to (specific) performance or additional compensation. The statutory commercial interest on the fine is immediately due and payable (without a prior notice being required).

- 10.6 In the event CRB terminates the agreement as referred to in 10.5, the Customer is obliged to return any Products already delivered to CRB within one week of the invoked termination. As long as the (returned) Products have not been received by CRB, they remain at the expense and risk of the Customer.
- 10.7 In the event Customer establishes any claims or rights against CRB at any time (which are implicitly or explicitly disputed by CRB), then CRB is also entitled to demand additional securities from the Customer in accordance with the previous paragraphs, or has (at own and sole discretion) the right to suspend its obligations under the Agreement in whole or in part for a definite or indefinite period of time, or the right to terminate / dissolve the Agreement in whole or in part (this all, without prior written notice of default being required) with immediate effect.

Article 11 (storage, suspension and right of retention)

- 11.1 If the Customer refuses to accept the Products or refuses to cooperate in their delivery in accordance with 9.6, CRB is authorized to store these Products at the expense of the Customer. The Customer will be informed of the storage as soon as possible in writing or otherwise by CRB. Stored items as referred to in the first sentence are deemed to have been factually delivered / delivered to the Customer and are at the Customer's risk from the moment of storage.
- 11.2 In the event CRB applies the provisions of 11.1, both the invoice for the storage costs and the invoice for the delivered Products are immediately due and payable in full. For each day - after the notification referred to in 8.1 of this article has taken place - that the Customer refuses to actually accept the ready Products, CRB is (without prior notice of default in writing being required) entitled to an immediately payable fine of € 450,- per day to be charged to the Customer. CRB is authorized to demand compliance with all payment or purchase obligations as well as the fine already due. All this, without prejudice to CRB's right to additional compensation. The statutory commercial interest on fines owed is immediately due and payable, without the requirement of a prior notice in writing.
- 11.3 CRB is entitled to suspend its obligation to deliver the stored Products until the invoices and fine due as referred to in 11.2 have been paid in full by the Customer and also until all claims due of CRB on account of previous or subsequent Agreements that have been concluded or have been fulfilled on other grounds, expressly including all claims of CRB due to the Customer's non-compliance or improper compliance.
- 11.4 If CRB has in its possession goods belonging to the Customer for other reasons as referred to in the previous paragraphs, CRB is also entitled to suspend the obligation to hand over those goods until the Customer has met all payable claims due that CRB has on the Customer, whether or not pursuant to the provisions in this article.
- 11.5 The right of retention accruing to CRB under this article also remains in force if circumstances arise as referred to in article 16.4 (second sentence) of these general terms and conditions.
- 11.6 In the event the Customer otherwise, for whatever reason, fails to fulfill its obligations towards CRB or is liable towards CRB on any other basis (regardless of the legal basis thereof), CRB is (at the expense and risk of the Customer) also entitled to suspend delivery of the Products or other goods or to exercise his right of retention in accordance with the provisions of the previous paragraphs of this article.
- 11.7 Without prejudice to all other rights accruing to CRB, if the Customer does not accept the delivered Products or refuses to cooperate in the delivery or factual acceptance thereof, CRB is entitled to dispose freely over these stored Products, as well as to settle any income from sales of those goods against everything that the Customer owes to CRB, for whatever reason.

Article 12 (force majeure and appeal to unforeseen circumstances)

- 12.1 The agreed term for the delivery of Products or Services or any other agreed term will be extended (without CRB being liable for damages to the Customer or third parties in any way or on any basis) by the period during which CRB is due to force majeure prevented from fulfilling his obligations.
- 12.2 Force majeure on the part of CRB exists if, after the conclusion of the Agreement (as well as after the moment it becomes due and payable), CRB is prevented from fulfilling one or more obligations under the Agreement or from its preparation as a result of (both domestic and abroad) the following circumstances (regardless of whether or not these are or have been foreseeable to CRB at any time): war, danger of war, civil war, riot, molestation, fire, water damage, flood, high or low tide, or other natural disasters, any impediment, stagnation or hindrance on the part of the Customer or parties engaged by it, release of toxic substances, strike, company occupation, exclusion, import and export barriers, government measures, scarcity, defects in machinery, equipment, machines or other tools in the broadest sense of the word, malfunctions or defects in computers, in software or hardware, on the internet, intranet or network, in servers or at hosting companies, disruptions in the supply of energy, delays during transport, loss or missing of Products or other items (whether or not during transport), unworkable conditions, diseases, epidemics, pandemics (such as, but not limited to: COVID-19 / Corona virus as well as all other viruses or phenomena, regardless of their nature, impact, consequences and the like), outbreaks, crisis, incapacity for work or loss of staff, family circumstances (including or not for an indefinite period), seizure. This, all in the company of CRB, the Customer and from third parties from whom CRB must obtain the necessary materials, raw materials or personnel in whole or in part, as well as during storage or during transport, whether or not under its own management, and furthermore all other causes outside CRB's fault or sphere of risk arising and facts and circumstances under which CRB cannot reasonably be expected to meet its obligations.

- 12.3 Only if the Services or delivery of Products is delayed by more than three (3) months due to force majeure, the Customer is entitled to consider the Agreement as terminated by means of a written termination statement addressed to CRB. The period before being able to invoke the termination of the Agreement in accordance with the previous sentence is twenty (20) working days for CRB. The Agreement has ended when the written termination statement referred to in the second sentence has reached the other party. In that case, without prejudice to the provisions of the following paragraphs, CRB is only entitled to reimbursement of the costs it has incurred until the moment at which the termination statement has reached the other party and the Customer is not entitled to compensation or any other compensation in the event CRB terminates the Agreement.
- 12.4 In the event the remaining Services or Products to be delivered are delayed by more than three (3) months due to force majeure and/or the Agreement is terminated in accordance with 12.3, the Customer is nevertheless obliged to pay the agreed compensation and related invoices to CRB for the Products or Services that have already been delivered or performed by CRB as well as for that part of the Services or Products that, as a result of force majeure, can no longer be completed or prepared for delivery until the moment the force majeure has occurred.
- 12.5 To the extent the Customer wishes to change or dissolve the consequences of the Agreement in whole or in part, invoking unforeseen circumstances (as referred to in Article 6:258 et seq. of the Dutch Civil Code), the following applies. The Corona crisis (COVID-19), as well as any other pandemic, crisis or circumstance with which the Customer was aware at the time of concluding the Agreement or should reasonably be expected to have been aware of it (including through reports in the media), never result in unforeseen circumstances as referred to in 6:258 of the Dutch Civil Code. If such a change of circumstances has occurred or still or occurs again, then (only) the Customer must demonstrate to CRB with sufficient objective, concrete and written evidence that unchanged maintenance of the Agreement (such as agreed prices, frequency and duration of all periodic or regularly recurring deployment and the like) is unacceptable according to standards of reasonableness and fairness as referred to in Article 6:248 paragraph 2 of the Dutch Civil Code. If the Customer has provided sufficient evidence in the opinion of CRB - or in the event of a dispute in the opinion of the relevant judge or arbitrator - then any price reduction will at all times be a maximum of twenty-five percent (25%) compared to the original agreed prices and the frequency of deployment and duration of or any other frequency can never be reduced by more than twenty-five percent (25%).

Article 13 (liability and indemnification)

- 13.1 CRB 's liability for any damage suffered by the Customer or third parties is always and under all circumstances limited to the compensation or the amount of damage actually paid out by CRB's insurance company for the relevant damaging event(s), whereby CRB may withhold the amount for own risk.
- 13.2 In the event CRB's insurance company, for whatever reasons and regardless of the legal basis thereof, does not make any payment or compensation for the damage suffered or does not offer or provide insurance coverage, then CRB is only liable for damage suffered by the Customer or third parties, which is directly and exclusively the result of intent or deliberate recklessness (in Dutch: "*opzet of bewuste roekeloosheid*") on the part of CRB or of intent or deliberate recklessness of a managerial employee belonging to the management of CRB, but not earlier than after CRB is in default. CRB is (only) in default after CRB has been given prior written notice of default, CRB has been granted a minimum cure period of two (calendar) months and CRB has not removed / remedied the relevant shortcomings within that period. In the event of delivery times or any other terms, the minimum term of six months in accordance with 9.1 applies. All this, taking into account the provisions of this article.
- 13.3 To the extent that CRB is liable for any reason other than intent or deliberate recklessness as referred to in 13.2 (such as, but not limited to: shortcomings in connection with the Agreement, tort / qualitative liability, unjustified enrichment, undue payment, GDPR obligations or violations and the like) is or can be held liable for damage, then the limitations described in this article also apply. All this, regardless the (exact) legal basis or reason for that liability.
- 13.4 Without prejudice to the provisions of the previous paragraphs, in the following situations there is in any case no intent or deliberate recklessness as referred to in 13.2 or no shortcoming on the part of CRB:
- a) CRB is never liable for damage or defects to or caused by the Products or Services delivered by it, resulting from: use (whether improper or otherwise) or any unsuitability thereof or due to improper installation by others than CRB, as well as for the use of specific goods, materials, parts or constructions that - whether or not in deviation from the applicable regulations - are expressly prescribed by or on behalf of the Customer, or have been made available by the Customer to CRB or to third parties engaged by it;
 - b) CRB is never liable for damage to the Customer or third parties that, directly or indirectly, results from advice provided orally or in writing by or on behalf of CRB or results from negligence or failure to take precautionary measures, not properly or not on time, by CRB or its managerial employees;
 - c) in the event of verbal information provided by or on behalf of CRB or information in the Manuals, CRB is never liable for damage resulting from misunderstandings or incorrectly conveyed information;

- 13.5 In the event of liability under this article, except in the situation in which the amount paid out by CRB's insurance company minus the deduction of the amount for own risk is higher and taking into account all limitations or exclusions applicable under this article, CRB is never obliged to pay a higher amount for to compensation of damages exceeding the net invoice value of the relevant Services performed or Products delivered, with a maximum of € 1,500 (in words: one thousand five hundred euros) per damage-causing event and a maximum of € 3,500 (in words: three thousand five hundred euros) per calendar year and/or for all damage-causing events together, whereby a series of consecutive events or damage is regarded as (being caused by) one damage-causing event.
- 13.6 So-called business or consequential damages (damages due to business interruption, other expenses, loss of income / loss suffered or lost profit, depreciation and the like), regardless of the cause, is not eligible for compensation. Consequential damage also includes (but is not limited to): **(1)** all financial damage or other disadvantage that the Products or Services delivered by or on behalf of CRB have caused to other matters (such as engines, engine parts, vehicles or any part thereof, facades, floors, equipment, the work area, output or parts thereof), to persons or to the (other) environment, as well as **(2)** claims from third parties and regardless the reason thereof, **(3)** damage, occurred outside the territory of The Netherlands, **(4)** damage in connection with supervision (in Dutch: "opzicht"), **(5)** damage in connection with mechanical or vehicle technical damages, **(6)** damage in connection with surfaces or discolorations, **(7)** damage to or in connection with the environment / waste, environmental damage, emissions, contamination, remediation, damage due to slow processes, damage in connection with environmental care or environmental regulations or the failure or failure to (properly) comply with that care or instructions by CRB and/or the Customer, **(8)** damage related to (whether or not to engine- or vehicle related) software, hardware or data, **(9)** damage caused by or related to the effect of the applied by or on behalf of CRB or used cleaning agents/substances or **(10)** damage related to fire-hazardous work and **(11)** damage or costs related to the inability to use Products or Services, or to use them completely or properly, regardless of whether who incurred costs or suffered damage and **(12)** damage, related to packaging, including (re)sticking thereof. If desired, the Customer must insure itself against these type of damages;
- 13.7 The damage to be compensated by CRB will be reduced if the price or compensation to be paid by the Customer is relatively small in relation to the extent of the damage suffered by the Customer.
- 13.8 The Customer is obliged to indemnify CRB, as well as the third party(ies) engaged by it, against: (1) any claims from third parties for compensation for damage resulting from the use or application of the Products or Services delivered and/or for (2) any claims based on (product or manufacturer) liability due to defects or shortcomings regarding products or services that the Customer has supplied to its clients (also consisting of Products or Services). The indemnification (2) does not apply if the Customer proves with sound and objective evidence that the damage, shortcoming or defect was directly and exclusively caused by the Products or Services.
- 13.9 If the Customer does not fulfill its obligations under the Agreement or these General Terms and Conditions, or does not do so on time or properly, the Customer will be in default - without further notice of default - and fully liable for all damage suffered by CRB and the third party(ies) engaged by it, without prejudice to the other rights and powers of CRB under the Law or these General Terms and Conditions.
- 13.10 In the event any damage suffered by the Customer or third parties is or may be eligible for compensation on the basis of the insurance taken out by the Customer, the Customer must recover that damage(s) from its own insurer and there will be no liability on the part of CRB in accordance with the provisions of this article.

Article 14 (warranty / guarantee)

- 14.1 If CRB grants a warranty or guarantee to the Customer, this never means a reversal of the burden of proof. The Customer must continue to demonstrate that CRB has failed within the warranty period and/or that CRB is or can be held liable for damage under any warranty, in which case CRB's liability is also limited in accordance with the provisions of Article 13 of these general terms and conditions. .
- 14.2 CRB solely and exclusively guarantees that the Products it supplies: (1) correspond to the agreed specifications applicable under the Agreement and (2) are manufactured from sound materials. Unless expressly agreed otherwise in writing, CRB never provides further guarantees than those mentioned above. For example (but not exclusively), CRB never provides a warranty or guarantee for: Performance, the Products chosen or bought by the Customer or the combination(s) thereof, Services or maintenance and/or never guarantees a specific lifespan for Products delivered or Services performed (or for any combination thereof).
- 14.3 A warranty or guarantee will never be granted or will lapse at all times if a warranty / guarantee exclusion used by or on behalf of CRB applies and/or is realized. The following warranty / guarantee exclusions always apply to all warranty / guarantee statements or warranty / guarantee regulations. This, regardless of any additional exclusions, whether or not for a particular Product or Service:

- a) any form of improper, incorrect or injudicious use (including, but not limited to: failure to comply with or (properly) follow conditions or instructions under warranty statements, technical drawings, manuals and the like) or any non – compliancy with own obligations or responsibilities as mentioned in article(s) 7 and 8;
 - b) insufficient maintenance, damage, improper storage or maintenance or claims directly or indirectly related to glass, textiles, leather, marble and varnish;
 - c) processing (such as assembly, installation and the like) or repairs by the Customer or third parties, carried out without the prior written consent of CRB or not in accordance with the manual, instructions or directions of CRB or otherwise carried out incorrectly or improperly in the opinion of CRB;
 - d) damage as a result of external factors or external circumstances (including in any case, but not limited to: weather conditions such as extreme wind speeds or temperatures, air humidity and the like);
 - e) all wear and tear due to excessive or unauthorized use or use other than normal or permitted use;
 - f) failure to comply or improper compliance with instructions or directions given or provided by or on behalf of CRB, or in Manuals;
 - g) the occurrence of non-conformity as a result of new or amended regulations that came into effect after the date of delivery, including (but not limited to) relating to the nature, quality and safety of materials used;
 - h) damage, defects, defaults or any other shortcomings related to specific goods, materials, parts, designs, working methods, constructions and the like that have been made available to CRB or have been prescribed by or on behalf of the Customer for further processing by or on behalf of CRB;
 - i) materials or parts that CRB has obtained from third parties and/or suppliers;
 - j) whether or not to comply with all applicable laws and regulations regarding the actual use or the Customer's intended purpose or intended or actual use of the Products or Services, which expressly includes (but is not limited to): all working conditions legislation. The Customer remains solely responsible and liable for this, as well as for all claims or demands from third parties in connection with the use of these Products or Services (including personal injury claims and the like);
 - k) failure by the Customer to immediately report in writing to CRB any shortcomings identified or warranty claims based on them;
 - l) failure to provide CRB with a timely, proper or adequate opportunity, or failure to provide the necessary cooperation by or on behalf of the Customer, to: (1) investigate alleged shortcomings or the validity of the submitted warranty claim and inspect the relevant Products or parts to send carriage paid to CRB or to hand it over to CRB, or (2) to be able to remedy the shortcomings identified and accepted by CRB under the warranty;
- 14.4 Repairs carried out within the warranty period do not extend the relevant warranty period.
- 14.5 If CRB honors a warranty claim, CRB's obligations do not or never go beyond free repair, repair or replacement of the Products in question. This, always and solely at the discretion and decision of CRB.
- 14.6 For parts or materials that CRB itself has (also) purchased from third parties, CRB only provides a warranty or honors a claim therefor if and insofar as CRB itself can still successfully invoke the manufacturer's warranty or the warranty granted by the relevant supplier. All necessary handling or work in connection with the repair, repair or replacement work to be carried out by CRB (such as, for example, but not limited to: dismantling / cleaning / transporting and the like) is solely at the expense and risk of the Customer and is not / never covered by any Guarantee. CRB's liability for any damage in the context of warranty claims will always be limited in accordance with the provisions of Article 13.
- 14.7 Replaced products or parts become/remain the property of CRB.
- 14.8 During the period that the Customer itself (whether or not attributable) fails in any obligation arising from the Agreement, CRB is not obliged to grant a guarantee or suspend any other obligations for a definite or indefinite period, without become liable for damages to the Customer or third parties in any way.

Article 15 (complaints)

- 15.1 Complaints mean: an appeal by the Customer to the fact that the Products or Services delivered by CRB do not comply with the Agreement, including visible and non-directly visible defects in the delivered or performed goods or services.
- 15.2 Upon delivery or delivery in accordance with 9.6 or upon acceptance in accordance with 9.3/9.4 or after installation, the Customer is obliged to inspect all Products delivered, factual delivered or processed by CRB, including packaging and manuals, immediately upon delivery or after processing by CRB, such as to count and to check for external shortcomings, damage, imperfections and other visible defects (such as, but not limited to: incorrect color, model / type, materials and other visually observable imperfections in finish and the like) and to include those shortcomings on the CMR consignment note or to notify CRB in writing immediately when processing materials, as well as to check as soon as possible afterwards for non-directly visible defects before storing, redelivering, assembling or otherwise using those Products.
- 15.3 Products used, resold, delivered or installed by or on behalf of the Customer are deemed to have been delivered by CRB in any case free of visible defects.

- 15.4 If delivery takes place in accordance with Article 9.3/9.4, the Customer is obliged to carry out the checks referred to in 15.2 within twenty four (24) hours after CRB has issued a written or non-written notification as referred to in Article 9.4 to the Customer.
- 15.5 The Customer is obliged to report any complaints arising from the inspections referred to in 15.2 and 15.4 for visible defects within forty eight (48) hours after delivery or within forty eight (48) hours after the notification referred to in 9.4 and/or no later than within forty eight (48) hours after assembly / processing of Products by CRB in writing and with a clear description of the defects or complaints to CRB. CRB is not obliged to handle complaints as referred to in the first sentence that are submitted after the forty eight (48) hours period has expired.
- 15.6 For non-directly visible defects in Products, the Customer must submit complaints to CRB in writing within 24 hours after these defects have been discovered by the Customer or should reasonably have been discovered by the Customer. The provisions of 15.5, last sentence, apply mutatis mutandis.
- 15.7 Non-(directly) visible defects as referred to in the previous paragraphs mean: defects resulting from construction, specification or design errors (not prescribed by or on behalf of the Customer itself), which result in the Products not complying with the Agreement or with the applicable technical specifications (all exclusively in accordance with Article 5) and which were not visible or could not reasonably have been visible within the periods stated above in 15.2 to 15.6.
- 15.8 Complaints submitted to CRB in a timely manner (and in the correct manner) do not give the Customer the right to suspend or offset payment of the purchase price/compensation or other obligations under the Agreement or under previous or subsequent agreements concluded with CRB, nor the authority to dissolve the Agreement or previous or subsequent agreements concluded with CRB in whole or in part.
- 15.9 If the complaint is declared well-founded by CRB, CRB is only liable to the Customer in accordance with the provisions of Article 13 and/or Article 14.
- 15.10 Any legal claims and defenses based on submitted complaints must - under penalty of forfeiture of this right - be instituted by the Customer within one year after the relevant complaint has been submitted to CRB.
- 15.11 Returning delivered Products to CRB unsolicited and/or without further written explanation from the Customer at any time will not and will never be considered as the (proper/timely) submission of a complaint in accordance with 15.1. In that case, the Products in question will (again) become the full property of CRB. All this, without CRB being obliged to refund monies or to provide any other compensation to the Customer.

Article 16 (payment and invoices)

- 16.1 Unless the parties have expressly agreed otherwise in writing, payment must be made no later than within 14 days after the invoice date in the manner designated by or on behalf of CRB (such as payment by transfer to a bank or giro account or via a payment platform to be designated by CRB). All this, solely at the discretion of CRB.
- 16.2 The Customer must notify CRB in writing of any objections or complaints against invoices sent by CRB within five (5) days of the invoice date, stating the reasons, failing which the correctness and indebtedness of the invoice will be established.
- 16.3 The Customer is not entitled to deduct any amount from payments due to a counterclaim made by him or to offset any claims or payments due from CRB in any way or to apply discounts thereto. All this, regardless of the basis on which CRB has to claim any amount or on the basis of which the Customer wishes to deduct, apply a discount to or otherwise settle any amount.
- 16.4 Payment by the Customer is only completed when the full amount due has been credited to the account or platform designated by CRB or – in the event of cash payment – CRB has received the full amount in cash. The Customer is in default from the first day after the agreed or applicable payment term has expired. This, without notice of default being required.
- 16.5 From the first day that the Customer is in default on the basis of the previous paragraphs in this article, it will owe the then applicable statutory commercial interest rate (or a minimum compound interest of 1% per month if the statutory commercial interest rate is lower at any time) on the amount due for delivered, factual delivered or stored Products or Services for each month or part thereof by which the due date is exceeded.
- 16.6 If the Customer does not fulfill its payment obligations on time or in full and is therefore in default, CRB is entitled to terminate (in Dutch: “ontbinden”) the Agreement immediately and without judicial intervention. In that case, the Customer is liable for the damage suffered by CRB, including loss of profit.
- 16.7 If CRB takes extrajudicial measures when the Customer is in default (explicitly including summonses, further reminders or collection measures taken by or on behalf of CRB), the costs will be borne by the Customer. The extrajudicial costs amount to at least 15% of the invoice amount with a minimum of € 250. If CRB incurs judicial collection costs, these will be fully borne by the Customer.
- 16.8 CRB always has the right - both before and after the conclusion of the Agreement - to demand security for payment from the Customer or to claim advance payment. Article 10 applies mutatis mutandis.

Article 17 (retention of title and liens)

- 17.1 All Products and Services delivered or factual delivered or yet to be (factual) delivered, remain the property of CRB. This until the Customer has fully complied with the agreed price or (other) consideration and with the other obligations applicable under this article and with all obligations arising from all Agreements concluded earlier or later with CRB. All claims for non-compliance or improper performance are expressly included.
- 17.2 Without prejudice to the provisions of 17.1, the Customer is entitled to resell and deliver the Products delivered to it under retention of title to one or more third parties in the context of its normal business operations. In the event of resale, the buyer will stipulate a comparable retention of title towards its customers.
- 17.3 In the event of a resale as referred to in 17.2, the Customer is obliged to establish an undisclosed lien on all claims arising from the resale on behalf of CRB at its first request.
- 17.4 In the event of default by the Customer pursuant to Article 16 or if the Customer fails to actually receive or accept the goods as referred to in Article 11, the goods will remain the property of CRB until the interest pursuant to Article 16.5, the fine or the storage costs pursuant to Article 11.2 or the extrajudicial costs pursuant to Article 16.7 have been fully paid by the Customer.
- 17.5 If CRB has also provided Services under the Agreement, the Products remain the property of CRB until the Customer has (also) paid all related and due claims, expressly including all claims of CRB for non-compliance or improper performance.
- 17.6 As long as ownership has not yet been transferred to the Customer in accordance with the previous paragraphs, the Customer (except for the situation referred to in 17.2) is not entitled to dispose of the Products or Services in whole or in part, to pledge them to third parties or to otherwise encumber them with the rights of third parties.
- 17.7 From the moment that the Customer is in default pursuant to Article 16 or CRB has good reason otherwise to fear that the Customer will be in default at any time, CRB is entitled to reclaim the Products or Services without prior notice of default. The Customer is obliged to return these to CRB immediately upon first request and to provide the necessary/required cooperation, which expressly includes providing free access to/in places or buildings in the broadest sense of the word. The costs associated with this return, including transport costs, are entirely borne by the Customer.
- 17.8 After a return as referred to in 17.7, the Customer will be credited with the market value, which will in no case be higher than the originally agreed price less the costs associated with that return.
- 17.9 If the Customer creates a new item from or partly out of the Products or Services and acquires full ownership thereof, or if a community of property is created in that new item and the Customer becomes a participant in it or the retention of title stipulated under this article is terminated by accession or is lost or destroyed for other reasons, the Customer is obliged, at CRB's first request, to grant it a non-possessory pledge on the new item, or to induce the third party (if he has acquired ownership of the new item) to provide this pledge to CRB. This is or will be done in accordance with the statutory establishment requirements as referred to in Article 6:237, paragraph 1 of the Dutch Civil Code, to provide additional security for all claims of CRB on the Customer (on whatever basis) that do not fall under the retention of title on the basis of this article. The costs for establishing the right of pledge referred to in the first sentence will be borne by the Customer, unless expressly agreed otherwise in writing.
- 17.10 For Products and Services that have been transferred to the Customer in accordance with the provisions of the previous paragraphs of this article, the provisions of 17.9 apply mutatis mutandis.
- 17.11 As long as ownership of the Products or Services has not yet been transferred to it but has already acquired actual control over them, the Customer is obliged to ensure during that period that those Products or Services remain in the same condition and quality as in which they were in their state at the time of delivery, as well as to ensure that they can be individualized in favor of CRB's ownership rights and will remain as such. In case of infringement thereof, the penalty clause of 7.5 applies accordingly.
- 17.12 The obligation referred to in 17.11 applies mutatis mutandis in the situation referred to in Article 11.1, failing which the Customer is obliged to compensate all damage resulting from this for CRB.
- 17.13 During the period referred to in 17.11, the Customer is obliged to insure the Products and Services against fire, explosion and water damage as well as against theft and to make the policies thereof available to CRB for inspection upon first request, failing which the Customer is obliged to compensate all damages resulting from this for CRB.
- 17.14 The Customer is obliged to pledge all claims against the insurer under the insurance policies referred to in 17.13 upon CRB's first demand. All this taking into account the legal establishment requirements as referred to in Article 6:239 paragraph 1 of the Dutch Civil Code to provide additional security for all claims of CRB against the Customer that do not fall under the retention of title on the basis of this article. The costs for establishing the right of pledge referred to in the first sentence will be borne by the Customer, unless expressly agreed otherwise in writing.
- 17.15 The provisions of 17.14 of this article apply mutatis mutandis to claims of the Customer against one or more of its customers or other third parties.
- 17.16 Without prejudice to the provisions of the previous paragraphs, everything that: (1) CRB has in its possession from - or for the benefit of the Customer (such as, but not only: goods, documents, securities, money and the like) and everything (2) The Customer has or may have a claim against CRB (on whatever basis) establishes as a pledge (right) for CRB. This is to provide additional security for all that CRB has or will receive from the Customer (for whatever reason).

This right of pledge arises as soon as CRB or a third party on its behalf actually acquires the aforementioned items under its control or at its disposal or at the time that the aforementioned claims of the Customer against CRB (will) arise.

- 17.17 CRB is at all times entitled and is hereby irrevocably authorized by the Customer to perform all necessary actions for the establishment of the liens under this article (including establishment by privately registered or authentic deed) and also to act on behalf of the Customer or to act. The Customer will provide all necessary cooperation (free of charge).
- 17.18 As soon as one or more claims have been pledged to CRB under this article, the Customer will not assign or re-pledge or encumber those claims in any way without the prior written consent of CRB. To the extent third parties have seized pledged claims, the Customer will immediately notify CRB in writing and (at its own expense and risk) do everything in its power to have that seizure lifted as soon as possible.

Article 18 (properties CRB)

- 18.1 All items (including materials and parts), provided by CRB or by third parties (assigned by CRB) to the Customer for the execution of the Agreement or which are specifically produced on behalf of the Agreement (such as models, devices, tools, stamps, dies, machines, pictures, drawings, calculations, schemes, sizes, advertising or promotion material and the like), remain always the property of CRB or the specific third parties, regardless if the Customer is charged therefore. At any time, CRB preserves the right to take back these items, in which case the Customer is obliged to return these items at first request and at own cost to CRB. In the event CRB does not use the aforementioned items any longer on behalf of the Customer (for a period longer than two years), CRB has the right to destroy these items.
- 18.2 The Customer is obliged to store the items as mentioned in 18.1 separately, to mark them as being in ownership of CRB or the third party and to insure these properly. The obligations of 17.13 apply accordingly.
- 18.3 The Customer is not allowed to (let) pledge or to provide any other type of security claims / rights on behalf of third parties on the items as mentioned in 18.1.
- 18.4 The Customer is not allowed to (let) use the items as mentioned in 18.1 by third parties, related to any other purpose than executing the Agreement. The items as mentioned in 18.1 may only be used in accordance with the guidelines and prescriptions, provided by CRB.
- 18.5 The Customer is obliged to notify CRB immediately about any actions or pretended rights of third parties to the items as mentioned in 18.1. The Customer will indemnify CRB for claims of third parties as mentioned in the first sentence and is liable for all damage CRB suffers of will suffer as a consequence thereof.
- 18.6 The Customer is obliged to reimburse CRB for the costs or to compensate CRB for any damage, related to the replacement or repair of the items as mentioned in 18.1 which are provided to the Customer.
- 18.7 In the event of any infringement of the obligations in the previous paragraphs of this article, the Customer is obliged to pay a fixed compensation (which is immediately due without the requirement of a prior notice in writing) of ten thousand euros (€ 10.000,-) to CRB, as well as an additional fixed compensation of thousand euros (€ 1.000,-) per day, for each day the specific infringement continues. This all, without prejudice to the right of specific performance (in Dutch: "*recht op nakoming*") and/or the right to additional compensation for damages. The statutory interest for the fixed compensation, is also directly and fully due (without the requirement of a prior notice in writing).
- 18.8 CRB has the right to destroy items, which are provided by the Customer to CRB, in the event CRB possess these items continuously for a period of 12 months, unless the Customer timely notifies CRB in writing (before expiry of the aforementioned period) that these items have to be returned to the Customer.

Article 19 (term, termination and dissolution)

- 19.1 Unless expressly agreed otherwise in writing, the Agreement for Services is concluded for an indefinite period.
- 19.2 Agreements for Services that are concluded for a specific period or for a specific project or specific assignment from the Customer cannot or never be terminated (in Dutch: "*opzeggen*") prematurely by the Customer or canceled prematurely by the Customer, but only towards the end of the agreed term or assignment and only in accordance with the previously agreed notice period. If no notice period has been agreed, the same notice periods apply in accordance with 19.3 and the provision of 19.4.
- 19.3 The minimum notice period is three (full) calendar months. This notice period for the Customer will be extended by one (full) calendar month for each year that the Agreement has lasted. Cancellation can only take place towards the end of a (full) calendar month and only by bailiff's writ or by registered letter with acknowledgment of receipt.
- 19.4 Without prejudice to the previous paragraphs, the Customer is (even in the event of timely and regular notice of termination) obliged to fully reimburse CRB for all investments CRB has made specifically or (also) for the benefit of the Customer (such as the purchase of machines, tools, appointment of employees and the like).

- 19.5 If the Customer does not fulfill its obligation arising from any basis of these General Terms and Conditions or the Agreement, or does not do so on time or properly, CRB is entitled to terminate / dissolve (in Dutch: "ontbinden") the Agreement, or any part thereof that has yet to be executed (without notice of default), in whole or in part, and to take back the Products or Services, insofar as they have not been paid for yet. This is without prejudice to CRB's right to compensation for any loss, loss of profit and other damage that has arisen or will arise as a result of that shortcoming.
- 19.6 The provisions of 19.5 apply mutatis mutandis in case of: suspension of payments, application for or granting of suspension of payments, declaration of bankruptcy or declaration of application of the debt restructuring scheme or liquidation of the affairs of the Customer or of his death or if the Customer loses control over his assets due to seizure or otherwise. If these circumstances occur, the Customer is obliged to immediately report this in writing to CRB.
- 19.7 In the cases mentioned in 19.5 and 19.6, every claim that CRB has against the Customer is immediately and fully due and payable.
- 19.8 In the event CRB has partially or not fully or improperly fulfilled its obligations under the Agreement or if the Customer terminates (in Dutch: "ontbinden") the Agreement in whole or in part on those grounds, or CRB itself terminates the agreement on those grounds (which right also accrues to CRB in that case, regardless of the reason or basis thereof and without becoming liable for damages to the Customer or third parties), then such dissolution only relates to or has consequences for the Products or Services in respect of which the obligations have not yet been (completely or properly) fulfilled. In that case, the Agreement will remain in full force with regard to the Products or Services for which the obligations have already been correctly performed and/or no cancellation actions will take place with regard to them. The provisions of 12.4 then apply mutatis mutandis.

Article 20 (intellectual property, copyright and publicity)

- 20.1 Without prejudice to the other provisions of these General Terms and Conditions, CRB reserves the rights and powers vested in it under the Copyright Act or under any other legal rule of (international) intellectual property law. This, in particular with regard to the rights regarding texts software / software designed or created by or on behalf of CRB, sketches, designs, lithographs, photographs, images, diagrams, drawings, technical specifications and models (project or other) plans, reports and the like. In that context, the Customer is (only) provided with a non-exclusive and non-transferable license to use, to which all restrictions applicable under this article apply. At CRB's first request, the Customer must immediately return the relevant documents/items to CRB, without CRB owing any compensation or reimbursement to the Customer.
- 20.2 All rights regarding the documents produced / provided by or on behalf of CRB, such as reports, advice, agreements, designs, sketches, drawings, software and the like (as well as regarding all documents referred to in 20.1) remain and rest exclusively with CRB and are intended exclusively to be used by the Customer and may not be reproduced, made public or brought to the attention of third parties by him without the prior written permission of CRB. This also includes (but is not limited to): having Products or Services reproduced by itself or by third parties without prior written permission from CRB. If the Customer violates this obligation in any way, the penalty (provision) in 7.5 applies accordingly.
- 20.3 In the event of orders from the Customer for (re)production of goods or information or data provided by it or prescribed by or on behalf of the Customer, which may contain intellectual property rights of third parties, the Customer indemnifies CRB against all possible resulting claims from third parties.
- 20.4 CRB is / remains entitled to display the Products or Services (in combination) with the name, brand, advertising message or other expression of the Customer in catalogues, advertising materials, publications, advertisements or to use them during fairs and exhibitions without prior permission from Customer or third parties. This, without CRB owing any compensation to the Customer or a third party.
- 20.5 If no new agreement has been concluded between CRB and the Customer for two years, counting from the date on which the last Agreement was concluded in accordance with 4.1, CRB is entitled (but not or never obliged) to destroy the documents referred to in this article (whether or not at the expense of the Customer), without CRB being obliged or obliged to inform the Customer thereof.

Article 21 (subcontracting / dropshipping)

In the event CRB (also) acts as a subcontractor or as an auxiliary person as referred to in Article 6:76 of the Dutch Civil Code (whether or not in the context of dropshipping as referred to in section B of these General Terms and Conditions), the following principles always apply between CRB and the Customer:

- a) CRB is never liable for statements or communications made by or on behalf of the Customer to its contracting party or the end customer (including the showing of samples, specimens and the like), in particular regarding what CRB performs, has performed or still has to perform;
- b) CRB is never bound by any promises, guarantees and the like, granted by or on behalf of the Customer to its customer or the end customer;

- c) In the event the Customer's contracting party or a third party files claims against CRB in connection with the agreement between the Customer and its contracting party, the Customer will indemnify CRB against this;
- d) In the event CRB can nevertheless be held liable towards the Customer's contracting party or a third party for damage and that liability exceeds the limitations stated in Article 13, the Customer must (still) indemnify or compensate CRB for the excess;
- e) Without prior written approval of CRB, the Customer is not / never allowed to qualify CRB as being the producer of Products or Services, also in the sense of the product liability regulation under article 6:185 and further of the Dutch Civil Code;
- f) If the Customer's contracting party or third parties submit any complaints or report shortcomings regarding what CRB has delivered or performed, the Customer must always report this immediately and in writing to CRB and always first give CRB the opportunity to resolve those complaints or shortcomings itself, failing which the Customer will lose any claim or claim against CRB;
- g) In the event the Customer or its contracting party requests CRB to carry out more work than the Customer has contractually agreed with CRB, CRB is entitled to charge additional work to the Customer at the applicable or usual rates at CRB, including as referred to in Article 3.6. .
- h) If the Customer's contracting party suspends its obligations towards the Customer or third parties in any way, this never justifies a suspension of any obligation of the Customer towards CRB;
- i) The Customer remains solely responsible at all times for correct compliance with all applicable laws and regulations.

Article 22 (jurisdiction, applicable law and competent court)

- 22.1 Only the Dutch court has exclusive jurisdiction.
- 22.2 The Agreements concluded between CRB and the Customer are exclusively governed by Dutch law. Disputes arising from the concluded agreements will also be settled under Dutch law.
- 22.3 In the event CRB and the Customer differ in opinion about the interpretation or scope of one or more provisions in the concluded Agreement or in these General Terms and Conditions, only the Dutch version or translation of the Agreement or of these general terms and conditions will always be binding and decisive.
- 22.4 The use of smileys, emoticons or other similar signs does not lead to any legal consequences or - if it is established in court that this use would (could) lead to any legal consequences - then the most favorable explanation for CRB will apply, even when CRB is not the receiving party.
- 22.5 All disputes between CRB and the Customer (located in the European Union), directly or indirectly, arising from the Agreement or these General Terms and Conditions, will be settled exclusively by the Dutch Court of Overijssel, location Almelo, or by the Court, located in the district of CRB where CRB has its statutory place or actual place of business at the time the dispute(s) involved occur,
- 22.6 All disputes between CRB and the Customer (located outside the European Union), directly or indirectly, arising from the Agreement or these General Terms and Conditions, will be settled exclusively by the Netherlands Arbitration Institute (NAI) and in accordance with the then applicable arbitration regulations of the NAI. This, taking into account the following:
 - a) the place of Arbitration is Amsterdam;
 - b) the dispute will be decided by one (1) arbitrator;
 - c) the arbitration proceedings will be conducted in the English language;
 - d) consolidation of the arbitral proceedings with other arbitral proceedings (in accordance with Article 1046 of the Code of Civil Procedure) is excluded;

SECTION B RESALE & DELIVERY BY CUSTOMER (INCLUDING DROPSHIPPING)

In addition to the provisions in or pursuant to section A, the provisions in section B also apply to all Products that the Customer resells in its own name and at its own expense and risk and supplies to its own customer(s) on the basis of the agreement between the Customer and its customer(s) (hereinafter: “ **the Resale**” and/or “**Agreement** ”). The Customer's own customer is hereinafter referred to as: “ **Client** ”.

Resale also means or includes: the situation in which CRB (in the name and for the risk and expense of Customer) arranges the onward delivery of Products to the Client (also referred to as “ **Dropshipping** ”, whereby the Customer has the capacity of, or is also referred to as: “ **Dropshipper** ”).

To the extent that the provisions of this part B deviate from part A, the provisions of this part B shall prevail. For the rest, everything that is determined in part A remains (additionally) applicable to that which is determined in this part B.

Article 23 (general principles)

- 23.1 Resale and/or Dropshipping always takes (exclusively) place in the Customer's own name and at the Customer's own expense and risk. In view of this, CRB never accepts any responsibility or liability for Resale and/or for Dropshipping.
- 23.2 CRB is never a party to the Agreement, not even in the case of Dropshipping. The Customer indemnifies CRB against any claims from the Client or third parties in this regard.
- 23.3 CRB does not and never guarantees the conformity and/or suitability of what the Customer must perform or deliver to the Client under the Agreement or Resale. The Customer will indemnify CRB against any claims from the Client or third parties in this regard.
- 23.4 In the event of Dropshipping, only the Customer (in its capacity as Dropshipper) is and remains the selling party of the Client. The Customer remains solely responsible at all times for correct compliance with all applicable laws and regulations (such as all obligations and guarantees based on the Distance Selling Act). The Customer indemnifies CRB against any claims from the Client or from (other) third parties in this regard. In that context, the Customer will also refrain from conduct (including omission) that gives the Client and/or other third parties the appearance or impression that CRB is (also) the selling party.
- 23.5 All work that CRB carries out for Dropshipping (such as transport, delivery to the Client and the like) is only based on best effort obligations (in Dutch: "*inspanningsverplichtingen*") and is carried out by CRB exclusively on behalf of, in the name of and exclusively at the expense and risk of the Customer.
- 23.6 The Customer will at all times refrain from posting any fake reviews and/or any fake likes or any other comparable (digital or non-digital) expressions on its website(s), online platforms and/or other (social media) channels. CRB never accepts any responsibility or liability for this. The Customer indemnifies CRB against any claims from third parties in this regard. This not only includes claims or entitlements from Clients, but also fines, measures or any other sanctions from - or on behalf of - any enforcement agency (such as the Dutch Authority for Consumers and Markets).
- 23.7 CRB is at all times entitled to impose further rules and regulations regarding (one or more parts or processes of) Dropshipping. This also includes (but is not limited to): regulations or instructions regarding contact details on the packaging. In this context, CRB reserves the right to provide company information of the Dropshipper independently / at its own discretion, or to communicate in any way to the Client and/or third parties that only Dropshipper is the selling party.
- 23.8 Dropshipper only advertises in accordance with the guidelines prescribed by or on behalf of CRB (including regarding content / photo / video material to be used and the like).
- 23.9 Dropshipper is exclusively responsible for the processing and further handling of any returns from Clients. CRB is entitled to charge Dropshipper additional costs for this. Any actual receipt of any returns never implies taking over the responsibility or liability of Dropshipper as the (sole) selling party. The Customer indemnifies CRB against any claims from the Client or third parties in this regard.
- 23.10 Dropshipper grants towards CRB that: (1) Client will provide all consent and cooperation (including, but not limited to: consent in the sense of the GDPR), needed for the Dropshipping, as well as (2) CRB is entitled to use all user data (related to the Dropshipping) free of charge, such all without (possible) infringement of any rights of third parties. Dropshipper will indemnify CRB for any claims of Client or third parties in this regard.
- 23.11 CRB never accepts any responsibility or liability with regard to the end / final destination of Products and / or Services, or with regard to end customers of Customer or from Client(s) or related to the country of geographical location in which they are located. This, also with regard to possible trade embargoes, applicable sanctions and / or exclusions of the European Union or from another country, continent, territory or region. The Customer will indemnify CRB for any claims of Clients or from third parties in this regard.

article 24 (conformity & guarantees)

- 24.1 The scope of the conformity applicable on the basis of the Resale never detracts from or influences the scope of the conformity as described in Article 5 (not even in the case of Dropshipping).
- 24.2 The scope of applicable warranties, applicable on the basis of the Resale, never detracts from or influences the scope of the warranties as described in Article 14 (not even in the case of Dropshipping).

article 25 (complaints Clients)

- 25.1 The scope of the obligation to complain and/or to submit complaints based on the Resale (including complaints regarding Dropshipping) never detracts from or influences the scope of the obligation to complain and complaints as described in Article 15.
- 25.2 CRB will never handle complaints from the Client directly (not even in the case of Dropshipping). The Customer ensures that any complaints from the Client (also regarding Dropshipping) are submitted exclusively and directly to the Customer.
- 25.3 Complaints from the Client (whether or not forwarded one-on-one by the Customer to CRB and whether or not relating to Dropshipping) CRB never considers as the Customer's own or independent complaints as referred to in 15.1. and will not, or will never, be processed by CRB as such.

SECTION C CUSTOMS

In addition to the provisions in or pursuant to Section A and Section B, the provisions in this Section C also apply to all Customs: (1) delivered by CRB under the Agreement towards the Customer and / or (2) delivered by the Customer towards Clients, based on the Resale. To the extent that the provisions of this Section C deviate from section A and/or section B, the provisions of this section C shall prevail. In addition, all provisions of Section A and/or Section B remain (additionally) applicable to the provisions of this Section C.

article 26 (inventory of specifications & contract routing)

- 26.1 All product specifications for Customs (required by the Customer) will be inventoried, described / prescribed and submitted by the Customer towards CRB and / or will be filled in or added by CRB itself in the so called Custom Order Form (called hereafter: “COF”).
- 26.2 CRB or suppliers of CRB will never check motor codes, any other (product) specifications or any other input for Customs to be produced, which are prescribed, delivered or submitted by the Customer towards CRB or towards suppliers of CRB. It is and remains always the own responsibility of the Customer to execute these checks timely and properly, as well as to provide or submit all applicable or the correct motor code or other (product) specifications or input timely and completely towards CRB.
- 26.3 Product specifications, submitted by the Customer and / or described in the COF, will only become binding for CRB and will only be part of the conformity as mentioned in article 27 and / or of the Agreement as mentioned in article 4.1 in the event CRB has taken over these specifications explicitly and unchanged in the quote, order confirmation or invoice of CRB.
- 26.4 Any sample products and / or any (other) samples (called hereafter: “Samples”), provided by or on behalf of the Customer to CRB, are always and only meant (and / or only considers by CRB) for indicative purposes and the content of 26.2 is accordingly applicable.
- 26.5 Samples, confiscated or accepted by CRB, remain always the property of and / or fully at expense and risk for the Customer, whereby the Customer will indemnify CRB for any claims of third parties in this regard. All actual or legal actions, executed by CRB with regard to Samples, are solely executed in the name of – and for the risk and expense of the Customer. The Customer will indemnify CRB for any claims of third parties in this regard.

article 27 (scope conformity & own responsibility Customer)

- 27.1 Taking into account 26.2 and 26.4, Samples are never part of the conformity as mentioned in article 5.4 and / or Customs – to be provided by or on behalf of CRB – do not have to be completely or fully identical to any Samples.
- 27.2 In the event CRB is (under the Agreement) obligated to deliver a Custom towards the Customer as identical as possible to a Sample, this obligation constitutes only a best effort obligation (in Dutch: “*inspanningsverplichting*”) for CRB.
- 27.3 The production or (actual) delivery of Customs will never imply any further going conformity or warranties / guarantees as described in – and applicable under Section A of these General Terms and Conditions.
- 27.4 The Customer will indemnify CRB for claims of third parties, related to: (1) any (whether or not in / under the COF) described, provided or submitted specifications, Samples or any other input, (2) any use or processing of Customs by the Customer or third parties. This, including (but not limited to): any further editing / adaptation / modification, installation in engines / vehicles or any related parts therewith and assembly by or on behalf of the Customer or third parties.
- 27.5 Taking over or acceptance of any specifications or Samples by or on behalf of CRB not or never implies (the will or intention to) taking over the responsibility or liability therefor towards the Customer or any third party. The Customer will indemnify CRB for any claims of third parties in this regard, including (but not limited to) claims, related to any patents and / or intellectual property rights.

SECTION D COATING ONLY

In addition to the provisions in- or pursuant to Section A, the provisions in this Section D also apply for all Agreements under which CRB is obliged to provide items, provided by or on behalf of the Customer to CRB (called hereafter: "**Items**") with a Coating.

article 28 (scope conformity & own responsibility Customer)

- 28.1 The content of article 5 is not applicable for Items. The content of articles 7:752 par.2 and par. 3 BW, 753 lid 1 BW, 7:754 BW and 7:764 BW is also not applicable for the Agreement, and / or is hereby explicitly excluded.
- 28.2 The obligation of CRB for Items not / never exceeds the best effort obligation to (let) provide Items with a Coating to the best knowledge and ability and as completely as possible / feasible. Any further going commitments by CRB or claims on behalf of the Customer (such as, but not limited to regarding exact thickness of the Coating to be provided or actual provided or bandwidths of such thickness, conformity, guarantee / warranty, functional suitability, Performance and the like) will not or never be provided.
- 28.3 After Coating, the Item will be delivered by or on behalf of CRB to the Customer "*as is, where is*". This, moreover because (also towards CRB) the party or parties who factual provide the Coating to the Item(s) on behalf of CRB never provide any binding thickness and / or binding bandwidths thereof.
- 28.4 CRB accepts no responsibility or liability for the actual use and / or the intended use of Items by the Customer, which are provided with a Coating. The Customer will indemnify CRB for any claims of third parties in this regard.

SECTION E WEBSHOP

In addition to the provisions in or pursuant to Section A, the provisions in this Section E also apply for all Products and / or Services, bought by the Customer via the online webshop of CRB and / or by a purchase on distance (in Dutch: "*koop op afstand*") in the sense of the Dutch Civil Code. To the extent that the provisions of this Section E deviate from section A, the provisions of this section E shall prevail. In addition, all provisions of Section A remain (additionally) applicable to the provisions of this Section E.

article 29 (general principles)

- 29.1 The statutory right of termination for consumers in the event of a purchase on distance (to terminate the purchase without any cause or reason required within a period of 14 days after receipt of the Product in the sense of article 6:230o BW), called hereafter: "**Cancellation Right**", is only applicable for the private Customer who is a consumer in the sense of article 7:5 par. 1 subs. a BW.
- 29.2 Only the private Customer has the burden of proof to demonstrate (at first request of CRB) with proper and objective evidence that is purchased for purposes which are fully out of scope of any professional or business activity.
- 29.3 In the event the Customer refers (at any moment or in some way) to any corporate / company names, trade names or numbers of the Chamber of Commerce and the like, the purchase is not (considered as) a consumer purchase and the Cancellation Right is not applicable or invokable.
- 29.4 The Cancellation Right is never applicable for the Customer who acts professional or businesswise in some way or give the appearance of doing so towards CRB or third parties.
- 29.5 The Cancellation Right is only applicable for CP. Damaged, contaminated or already intensively used CP are excluded from the Cancellation Right.
- 29.6 The Cancellation Right is also not applicable for Customs and / or for Items in the sense of Section D of these general terms and conditions.
- 29.7 In case the Customer can successfully invoke the Cancellation Right according to the aforementioned paragraphs of this article, all costs of return are fully at expense for the Customer.

article 30 (excluded Products)

- 30.1 As soon as Products (including CP) are in some way modified, adapted, processed, installed or made being part of or integrated with any other items (such as engines, vehicles, devices, parts and the like) by or on behalf of the Customer, this is (a form of) irrevocable mixing with other items in the sense of article 6:230p, subs. f under 4° BW and the Cancellation Right lapse or expires with immediate effect.
- 30.2 The irrevocable character of the mixing as mentioned in 30.1 is (also) caused by the fact that – once Products become part of engines, other parts, of vehicles and the like - these Products come into contact with other parts thereof. This, including (but not limited to): all liquids by which engines or parts are driven by (like oil, fuel and the like). These liquids remain present or attached in – or on Products whereby resale to third parties is not possible or (due to safety aspects) not responsible anymore.

These General Terms and Conditions were filed with the Registry of the Overijssel District Court, seat Almelo on March 25, 2024 and registered there under filing number: 12 / 2024.