

General terms and conditions of purchase E-bike to go

1. Definitions

General Purchase Conditions: The Buyer's present general terms and conditions of purchase

Buyer: the private limited liability company The E-bike Company B.V., Amsterdam, the Netherlands.

Offer: a written offer from the Seller to the Buyer to enter into an Agreement

Agreement: Any agreement concluded between the Buyer and the Seller, any amendment or addition thereto to the delivery of goods by the Seller to the Buyer.

Seller: the natural or legal person with whom the Buyer contracts or intends to contract

2. Applicability

2.1 These General Purchase Conditions apply to every request and all Offers and (follow-up) Agreements - in whatever form - between Buyer and Seller. If these General Purchase Conditions are translated into another language, the Dutch version will prevail in case of ambiguity.

2.2 Deviations from these General Purchase Conditions are only valid if they have been expressly agreed in writing by the parties. In that case, the expressly agreed deviating provisions will prevail. If Buyer deviates from these General Purchase Conditions in one or more Agreements with Seller, this deviation will not also apply to earlier or later Agreements between Buyer and Seller.

2.3 Failure by Buyer to require strict compliance with the General Purchase Conditions does not constitute a waiver of the General Purchase Conditions.

2.4 Buyer has the right at all times to amend these General Purchase Conditions, whereby it must observe a reasonable notice period towards Seller.

2.5 The applicability of Seller's general terms and conditions is expressly rejected.

2.6 If one or more of the provisions of these General Purchase Conditions should prove to be non-binding, the other provisions of these General Purchase Conditions will remain in force and the parties will consult in order to agree a replacement provision that is in line with the intention that the parties had when drawing up the null and void or nullified clause.

3. Conclusion of Contracts

3.1 Buyer requests Seller to make an Offer for the goods to be delivered by Seller to Buyer, stating a technical specification, desired quantities, production process description, delivery time and place.

3.2 A request for Offer from Buyer is without obligation.

3.3 An Agreement is concluded at the moment that the Offer is accepted by a person authorised to represent Buyer within Buyer's organisation.

- 3.4 After the Agreement has been concluded, Buyer has the right to revoke the Agreement for a period of 8 working days, without Buyer being liable to Seller for any costs incurred by Seller. In that case, no Agreement will be concluded.
- 3.5 Buyer is entitled to demand that an Agreement be amended. If, in Seller's opinion, this has consequences for the agreed price and/or term of performance, it will inform Buyer of this in writing no later than 8 days after notification of the requested change. If these consequences are unreasonable in Buyer's opinion, Buyer shall be entitled to dissolve the Agreement. Dissolution pursuant to this Article will not entitle the parties to compensation for damage and/or costs.
- 3.6 Seller is not permitted to make changes to the Agreement or to perform the Agreement in an amended form without the prior written consent of a person authorised to represent Buyer.

4. Quality and description

- 4.1 With due observance of what has otherwise been stipulated in the Order and an accompanying technical specification, the goods to be delivered are to be delivered:
- a. with regard to quantity, description and quality be in accordance with that stated in the Order;
 - b. be made of sound materials and be of sound execution;
 - c. to be equal in all respects to the samples or models which have been produced by Buyer and/or Seller have been made available or provided;
 - d. deliver the performance (capacity, efficiency, speed, finish, etc.) as described in the Order;
 - e. to be entirely suitable for the purpose made known to Seller.

5. Inspection and testing

- 5.1 Before dispatch, Seller shall carefully examine and test whether the goods are in accordance with what has been agreed. If Buyer so requires, Seller shall send him timely notice of the time and place of such a test to enable him to be present. Furthermore, Seller shall provide Buyer at his request with a certified copy of his inspection and test reports. If Buyer so requires and has informed Seller in good time, this inspection and test must be carried out at Seller's expense by an independent research institute to be specified by Buyer.
- 5.2 Buyer has the right to inspect the goods during manufacture, processing and storage, insofar as this is possible without infringement of patents, licences, secret processes and know-how of Seller. If Buyer exercises this right, Seller will provide or cause to be provided such facilities as may reasonably be required by Buyer.
- 5.3 If, in the course of any examination or testing pursuant to the provisions of the previous two paragraphs, Buyer establishes that the goods to be delivered are not in accordance with the description in the Order, or that it is likely that this will not be the case upon completion of the manufacture, Buyer will immediately inform Seller of this. Without prejudice to the provisions of Articles 10 and 12, the Seller is then obliged to take all necessary measures to still be able to comply with the technical specification given in the Order and with the provisions of the Agreement.
- 5.4 Seller, who disputes the results of the research or testing carried out by Buyer or by the independent research institute indicated by it, is entitled to carry out a contra-expertise or to have it carried out at Buyer's expense. If no agreement is reached between the parties on the basis of the reports of these examinations and tests, there will be a dispute between them to which Article 22 of these General Purchase Conditions applies.

6. Packaging and dispatch

- 6.1 The goods must be properly packed (unless the nature of the goods dictates otherwise) and secured in such a way that they reach their destination in good condition during normal carriage. Seller shall, to the satisfaction of Buyer, take out sufficient insurance against risks that may reasonably be considered present during transport.
- 6.2 The goods will be delivered by Seller to, or sent for delivery to, the agreed place or places in the manner stipulated in the Order or subsequently agreed.
- 6.3 If Seller has made pallets, packing cases, crates, containers, etc. available for packaging and transport or has had them made available by a third party - whether or not against payment of a deposit or deposit - Buyer is obliged (unless it concerns one-way packaging) to return these pallets, etc. to the address indicated by Seller, failing which Buyer will owe Seller damages.

7. Storage

- 7.1 If, for whatever reason, Buyer is unable to take delivery of the goods at the agreed time and they are ready for dispatch, Seller shall, at the request of Buyer, store the goods, secure them and take all reasonable measures to prevent deterioration in quality until they have been delivered to Buyer.
- 7.2 Buyer is obliged to reimburse Seller for reasonable storage costs in accordance with Seller's usual rates and, in the absence thereof, in accordance with the rates customary in the industry, from the time that the goods are ready for dispatch or, if this is a later time, from the delivery date agreed in the Agreement.

8. Transfer of ownership and risk

- 8.1 Subject to the provisions of paragraph 2 of this article, ownership of and risk for the goods shall pass to Buyer upon delivery.
- 8.2 If, at the request of Buyer and in accordance with the provisions of article 7, Seller postpones the dispatch, ownership of the goods will pass to Buyer on the date that is further agreed between them and Seller is bound from that date to store the goods separately as Buyer's recognisable property. The goods will nevertheless remain at the risk of Seller as holder of the goods until the goods have been delivered to Buyer at the place or places referred to in article 6, paragraph 2.

9. Property of Buyer

- 9.1 All copyrighted works, including working drawings, models, designs, templates, descriptions, reports, advice, records, films, drawings, photographs, stamps, image, sound and information carriers and all other materials, files and/or tools made available to Seller by Buyer or made or purchased by Seller for and on the instructions and at the expense of Buyer, will remain or become the property of Buyer. Seller shall only use these works for the benefit of and in the context of the execution of the Agreement, within the limits of the Agreement, and may not reproduce, disclose or make available to third parties in whole or in part, or use them in any other way, without the prior express written consent of Buyer. To the extent necessary, Seller transfers all intellectual property rights to Buyer free of charge and Seller acknowledges and agrees that Seller is not entitled to any compensation.
- 9.2 Seller will keep such works in good condition and insure them against fire and theft for as long as they are under his control.
- 9.3 Seller will make these works available to Buyer in good condition upon first request.

- 9.4 If the Seller does not return the works to Buyer, or does not return them completely or damaged, either at the agreed time of delivery or at the time referred to in paragraph 3, Seller is liable to pay compensation to Buyer. Buyer is entitled to deduct this compensation from the purchase price to be paid by him.
- 9.5 Seller is obliged to take measures to ensure the confidentiality of all data, information and all other works referred to in paragraph 1 made available by Buyer.

10. Time of delivery

- 10.1 Seller shall deliver the goods at the time or immediately after the end of the delivery period specified in the Order respectively. If a delivery term has been agreed, it commences on the date on which Seller has confirmed the Order or on the date on which Buyer has provided Seller with the information, drawings, models, films, materials or tools that Seller needs to be provided in order to commence execution of the Order, whichever is later.
- 10.2 As soon as Seller knows or expects that the goods cannot be delivered on time, he will notify Buyer immediately. If the parties are unable to settle the consequences of this delay by mutual agreement, the settlement set out in article 22 will apply to any resulting dispute. Seller is liable for any damage suffered by Buyer as a result of the delay as well as for late notification of (probable) delay.
- 10.3 If the goods are not delivered in whole or in part at the agreed time, and the parties are unable to reach agreement on an extension of the delivery period and compensation for the damage caused by the delay, Buyer is entitled to dissolve the Agreement after a notice of default with a period of two weeks. This dissolution extends not only to the goods that have not yet been delivered but also to the goods that have already been delivered on the basis of the same Agreement, if these goods can no longer be used effectively as a result of the non-delivery of the remaining goods.
- 10.4 After dissolution, Seller is obliged to immediately refund to Buyer the amounts of the purchase price already paid.
- 10.5 After dissolution and payment in accordance with paragraph 4, Buyer is obliged to return the goods already delivered as soon as possible at the risk and expense of Seller to the place to be specified by Seller.
- 10.6 Upon dissolution of the Agreement, Seller is obliged to compensate Buyer, in addition to the damage referred to in paragraph 3, for any further damage that Buyer may suffer, including through a cover purchase and loss of profit.

11. Assembly

- 11.1 If, according to the Order, the goods are to be assembled by Seller at the place or places designated by Buyer, Seller shall at the time of delivery ensure the provision of sufficient expert personnel. Buyer shall provide, or cause to be provided, such facilities for such personnel as may reasonably be required by Seller.
- 11.2 In the case referred to in paragraph 1, after assembly, a test will take place in the presence of Buyer and Seller or their representatives. Seller undertakes to continue to provide expert personnel until the test has led to a satisfactory result for both parties.
- 11.3 After assembly, Seller will provide Buyer with one week's instruction staff to instruct Buyer's staff on the use, maintenance and repair of the goods supplied.
- 11.4 The provisions of the previous paragraph also apply to other goods that do not need to be assembled, but for which instruction is required.

- 11.5 The provisions of the previous two paragraphs do not apply to goods the use, maintenance and repair of which are known to Buyer or are deemed to be known to Buyer.

12. Test and Rejection

- 12.1 Insofar as sufficient testing has not already taken place during or after the manufacture in accordance with article 5 or after the assembly in accordance with article 11, Buyer is obliged to test goods, the technical nature of which makes a test desirable or necessary, within one week of delivery or to have it tested. Buyer is obliged to give Seller the opportunity to be present at this test.
- 12.2 If defects are found during the test, Seller is bound to have them repaired as soon as possible. Buyer is entitled to have the necessary repair work carried out at Seller's expense.
- 12.3 If it is not possible to repair the defects, or if it is not justified in view of the time and costs involved, Buyer is entitled to reject the goods.
- 12.4 The provisions of the previous paragraphs apply by analogy to goods that do not need to be tested, but which upon delivery prove to be wholly or partly not in accordance with the provisions and specifications of the Order.
- 12.5 Buyer will immediately inform Seller of the rejection. If the parties subsequently fail to reach agreement on the delivery of replacement goods, Buyer shall be entitled to dissolve the Agreement after a notice of default with a period of two weeks without judicial intervention. The provisions of article 10(3), (4) and (5) shall apply mutatis mutandis to this dissolution.
- 12.6 After dissolution, Seller is obliged to immediately refund to Buyer the amounts already paid for the purchase price.
- 12.7 After dissolution and payment in accordance with paragraph 6, Buyer is obliged to return the goods already delivered as soon as possible at Seller's risk and expense to the place to be specified by Seller.
- 12.8 Upon dissolution of the Agreement, Seller is obliged to compensate Buyer for all damage that Buyer may suffer, including through a cover purchase and loss of profit.

13. Warranty

- 13.1 Seller is liable for damage to and by the goods, occurring during the warranty period stated in the Order, unless the damage is the result of a design fault made by Buyer or a fault made by Buyer in its use and operation.
- 13.2 In order to fulfil its liability obligations, Seller is obliged to repair the goods or the defective parts thereof within a reasonable period of time free of charge or to replace them with new ones. Seller shall remain liable for any further damage.

14. Damage or loss due to or during transport

- 14.1 Seller will repair or replace free of charge the goods that are damaged or lost during transport, provided that Buyer sends written or verbal notice of this to Seller within a period of time that enables Seller to meet the relevant transport conditions of the carrier, or, if Seller delivers with his own means of transport, within a reasonable period of time.

15. Price and Payment

- 15.1 Unless agreed to the contrary, the purchase price includes the price for the goods and all expenses, including the costs of packaging, transport and delivery costs on site designated by Buyer, as well as any costs of assembly and instruction, as stipulated in article 11 above.
- 15.2 The price agreed in an Agreement may never be increased without the prior written consent of Buyer, not even if the cost price determining factors have changed after the conclusion of the Agreement. In the event that Seller changes the price in relation to what has been agreed in the Agreement, Buyer will be entitled to terminate the Agreement if the changed price differs by more than 10% from the price originally agreed.
- 15.3 Seller may only charge for goods or services delivered outside of the Agreement if prior written permission has been given for this by a person authorised to represent Buyer.
- 15.4 Buyer is entitled to deduct from the purchase price owed by him the difference between the additional amounts owed by Buyer on the basis of the provisions of articles 3, 6 and 7 on the one hand and the amounts owed by Seller on the basis of the provisions of articles 9, 10, 12, 13, 14 and 20 on the other hand.
- 15.5 Buyer is obliged to pay the agreed price, increased or reduced pursuant to the provisions of the two previous paragraphs, to Seller at the time or times specified in the Order.
- 15.6 If payment is late, Buyer will not be in default until it has received a notice of default from Seller containing such a period of at least 14 days to ensure payment. If payment has not been made within that period, Buyer shall owe statutory interest as referred to in Section 6:119 of the Dutch Civil Code.
- 15.7 Payment by Buyer shall first be applied to reduce the principal amount owed, then to reduce the interest owed and finally to reduce any costs owed.
- 15.8 If Seller defaults on the correct and/or timely fulfilment of one or more of its obligations, Buyer's payment obligations will be automatically and immediately suspended until Seller has fully fulfilled its obligations under the Agreement and these General Purchase Conditions.
- 15.9 Buyer is at all times entitled to set off the amounts owed to Seller against any and all amounts owed by Seller to Buyer. Seller does not have this right.

16. Legal requirements

- 16.1 Seller guarantees that the design, composition and quality of the goods to be delivered on the basis of the Order comply in all respects with all applicable requirements laid down in laws and/or other government regulations in force at the time of the conclusion of the Agreement.
- 16.2 The provisions of paragraph 1 shall also apply to the normal use of the goods.

17. Infringements of intellectual property rights

- 17.1 Seller shall indemnify Buyer against claims by third parties on account of alleged infringements by third parties of patents or models to which they are entitled or other intellectual property rights relating to the manufacture, repair or use of the goods supplied.
- 17.2 If the design of the delivered goods is subject to any intellectual property right in the name of Buyer, the provisions of article 9 apply mutatis mutandis.

18. Dissolution

- 18.1 Without prejudice to any other rights, and without being obliged to pay any compensation, Buyer will be entitled to terminate all Agreements concluded between Buyer and Seller prematurely and with immediate effect and/or to suspend the performance of its obligations under the Agreement by and with a single written notification if:
- a) bankruptcy or suspension of payment of Seller is pronounced or applied for;
 - b) the company driven by Seller is dissolved, ceases or threatens to cease trading;
 - c) goods of Seller are seized as a result of which the usual continuation of the business is endangered;
 - d) Seller becomes involved in negotiations with one or more of its creditors or takes any other step with a view to the general adjustment or remission of its debts;
 - e) control of Seller is acquired by one or more others by direct or indirect transfer of shares and/or change in the composition of the board;
 - f) Seller fails imputably in the performance of the Agreement or an obligation under the law to Buyer, which failure cannot be remedied, or which failure has not been remedied within a reasonable period of notice of default;
 - g) Buyer has good reason to fear that Seller is or will be unable to fulfil its obligations under the Agreement, regardless of whether this can be attributed to Seller, as well as when delivery is no longer meaningful.
- 18.2 In the event of force majeure, Buyer may amend or dissolve the Agreement(s) in whole or in part. In any event, force majeure will not include a situation in which third parties engaged by Seller fail to meet their obligations or fail to do so on time (whether or not due to force majeure), shortages of employees or materials, transport problems, disruptions in means of communication or strikes or closures.
- 18.3 As a result of the dissolution, existing reciprocal claims will become immediately due and payable. Article 10 paragraph 4, 5 and 6 shall apply mutatis mutandis.

19. Liability and Indemnity

- 19.1 Seller will be liable for all damage, losses, costs and expenses that Buyer or third parties may suffer and incur as a result of or in connection with the performance of an Order or Agreement by Seller, regardless of whether such damage is caused by Seller, its personnel or any other (legal) person or property for which Seller is legally liable.
- 19.2 Seller fully indemnifies Buyer against all third-party claims in respect of damage, losses, costs and expenses of third parties arising from or in connection with the execution of an Order or Agreement by Seller, including but not limited to claims as referred to in article 6:185 in conjunction with article 190 of the Dutch Civil Code, as well as claims for infringement of any intellectual property right in connection with the goods.
- 19.3 Seller will take out and maintain a sound insurance policy or policies in order to cover the obligations under the Agreement, the General Purchase Conditions or required under the applicable law and will provide Buyer with proof of payment of the premiums upon first request. The excess shall at all times be borne by Seller. If, in connection with its possible liability to Buyer, Seller can claim a payment under an insurance agreement, Seller shall ensure that these payments are made directly to Buyer, without prejudice to Buyer's right to compensation if this exceeds the payment.
- 19.4 In the event that Buyer is liable at any time for damage suffered by Seller in connection with the Agreement, or on account of a wrongful act, this will apply:

- a. Buyer will never be liable for consequential damage, including but not limited to Seller's loss of profit, loss of income, loss of turnover, loss of savings, damage due to business and other stagnation;
 - b. the liability (including any payment obligation pursuant to an obligation to cancel and any payment obligation pursuant to article 6:162 of the Dutch Civil Code or article 6:230 of the Dutch Civil Code) shall always be limited to the amount paid out by Buyer 's insurance, in which case, in the event that the insurance does not pay out or the damage is not insured, the liability shall be limited to the net invoice value of the last invoice received from Seller under the relevant Agreement.
 - c. Without prejudice to the foregoing, Buyer's total liability under an Agreement - irrespective of the number of events causing damage - shall at all times be limited to a maximum amount of € 50,000 (fifty thousand euros).
 - d. This limitation does not apply to damage resulting from intent or wilful recklessness on the part of the Buyer or its managers.
- 19.5 All subordinates of Buyer may invoke the above provisions against Seller, and if necessary also against third parties, on the same manner as Buyer.
- 19.6 Any event causing damage for which Buyer can be held liable must be reported to Buyer in writing as soon as possible but no later than 2 months after it has occurred, under penalty of forfeiture of the right to compensation for this damage. Any claim against Buyer shall lapse 12 months after Seller became aware, or should have become aware, of the event causing the damage.

20. Confidentiality

- 20.1 The parties will not provide any confidential information of or about the other party, its activities and relations, that has come to their knowledge as a result of the Agreement, to third parties, unless - and then to the extent that - the provision of such information is necessary for the proper performance of the Agreement or they are under a legal obligation to disclose. Seller will then be obliged to follow all reasonable instructions of Buyer.
- 20.2 Seller, as well as the third parties it employs in the context of the work to be performed under the Agreement, will be obliged to sign or have signed a confidentiality statement if so required by Buyer.
- 20.3 In the event that Seller - including its employees and/or third parties working for it - breaches the confidentiality, Seller will forfeit to Buyer an immediately payable penalty of € 5,000 (five thousand euros) per breach, as well as a penalty of € 500 (five hundred euros) per day or part of a day that the breach continues, without prejudice to the right of Buyer to claim performance and/or additional compensation.
- 20.4 At the end of each Agreement or at Buyer's first request, Seller undertakes to return to Buyer all documents and records of Buyer which the Supplier has in its possession in connection with the Agreement, without keeping copies thereof.

21. General

- 21.1 Seller may transfer its rights or obligations under an Order or Agreement only with the express prior consent of Buyer. Irrespective of such consent, Seller will at all times remain jointly and severally liable to Buyer for the performance of the transferred obligation. Buyer will at all times be legally entitled to transfer the rights and/or obligations under an Order or Agreement to a third party and Seller will be deemed to have already agreed to this when the Order or Agreement was concluded and to cooperate therewith.

22. Applicable law and disputes

- 22.1 All Offers, Orders and Agreements shall be governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (United Nations Convention on Contracts for the International Sale of Goods, Vienna 11 April 1980, Bulletin of Acts and Decrees 1981, 184 and 1986, 61) is expressly excluded.
- 22.2 All disputes, including summary proceedings, related to and/or arising from these General Purchase Conditions or a Offer, Order or Agreement, shall be adjudicated by the competent court in Amsterdam upon the exclusion of any other judge or arbitrator, unless mandatory provisions of law dictate otherwise. Nevertheless, Buyer is at all times entitled to submit the dispute to the competent court according to the law.
- 22.3 A dispute is deemed to be present as soon as one of the parties declares this.