




AGREEMENT SELLER – BAS WORLD

THE UNDERSIGNED:

1. **BAS WORLD B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, with its corporate seat and its principal place of business at (5466 AP) Veghel, at Mac Arthurweg 2, the Netherlands, registered at the Chamber of Commerce with company number 17103220 ("**Bas World**"); and
2.  ("**Seller**").

Bas World and Seller are hereafter collectively referred to as "**Parties**" and each individually as a "**Party**".

BACKGROUND:

- a) Bas World operates the Environment (i.a. the online platform www.basworld.com) on which Bas World offers Vehicles;
- b) for the sale of one or more Vehicle(s), Seller wants to make use of the Environment;
- c) the General Platform Terms of Use apply on the use of the Environment (**ANNEX 0**);
- d) Parties agreed Bas World will - in its own name, but for the account and risk of Seller - make an effort to sell Vehicles to Buyers by using the Environment;
- e) Parties wish to lay down in this agreement the further arrangements regarding the sale of Vehicles by using the Environment by Bas World (this "**Agreement**").

THE PARTIES HEREBY AGREE AS FOLLOW:

Article 1 - Definitions

- 1.1. Capitalised terms used in this agreement will have the same meaning as indicated in the General Platform Terms of Use, insofar as these capitalised terms are not defined in this agreement.

Article 2 - Sales Service

- 2.1. Bas World acts as a commission agent for Seller. Bas World will, in its own name but for the account and risk of Seller, try to sell Vehicles through the Environment to potential Buyers (in accordance with article 7:414 section 2, last sentence Dutch Civil Code ("**Sales Service**").
- 2.2. If a sales agreement for a Vehicle of Seller is concluded between Bas World and Buyer (also referred to as "**Transaction**"), this also concludes a purchase agreement between Bas World and Seller ("**Purchase Agreement**"). This does not apply if Bas World indicates that a direct purchase agreement should be established between Seller and Buyer ("**Direct Agreement**").
- 2.3. Bas World does not warrant that Vehicles of Seller will be actually sold through the Environment.
- 2.4. All material effects arising from any Transaction regarding Vehicles of Seller are for the account and risk of Seller. All rights that Buyer may exercise against Bas World pursuant to the Transaction, can also be exercised by Bas World towards Seller.
- 2.5. The Seller acknowledges that every Purchase Agreement between Seller and Bas World is, and remains, subject to the legal validity, feasibility and enforceability of the corresponding Transaction. Seller acknowledges that Bas World is not liable for any damages caused by the non-completion and/or cancellation of a Transaction (regardless of which party is responsible for this non-completion), except in the case of a wilful act or wilful recklessness by Bas World.

Article 3 - Sales Commission and Purchase Price

- 3.1. The applicable rate(s) for sales commission, owed by Seller to Bas World for the provided Sales Service, are communicated by Bas World, which may be amended from time to time and/or per Vehicle ("**Sales Commission**").
- 3.2. In the event of a Transaction, and consequently, a Purchase Agreement, the Sales Commission will be settled in the Purchase Price ("**Purchase Price**"). The Purchase Price is equal to the sales price agreed and realized between Bas World and Buyer in the corresponding Transaction ("**Sales Price**") minus additional services sold by Bas World to Buyer via the Environment (e.g. logistics or workshop services) and minus the amount of Sales Commission owed by Seller to Bas World as mentioned in section 1 of this article.
- 3.3. The Purchase Price is not due until Bas World (a) has received the Sales Price and (b) the Vehicle and vehicle documentation have been successfully delivered to Buyer and/or Bas World.
- 3.4. Fees for other Services are not part of the Purchase Price and will be charged separately to the Seller.
- 3.5. In the event of a Direct Agreement, the Sales Commission is still owed by Seller to Bas World. Notwithstanding Articles 3.2 and 3.3, the Sales Commission will be charged directly by Bas World to Seller.

Article 4 - Delivery of the Vehicle

- 4.1. In the event of a Transaction, and consequently, a Purchase Agreement, Seller shall deliver the Vehicle directly to Buyer. Bas World will order the transport of the Vehicle from Seller to Buyer, unless agreed otherwise. Transport costs are charged to Buyer, unless agreed otherwise.
- 4.2. The Seller acknowledges that Bas World is free to determine the transport conditions from Seller to Buyer (i.a. applicable Incoterms) at its own discretion.

Article 5 - Applicability of the general terms and conditions

- 5.1. The General Platform Terms of Use will apply to the use of the Environment, this Agreement and Purchase Agreements (**ANNEX 1**).
- 5.2. The applicability of any terms and conditions used or may be used by Seller is explicitly rejected by Bas World.
- 5.3. Seller acknowledges that the General Terms and Conditions of Sale and Delivery of Bas World will apply to (a) Transaction(s) between Bas World and Buyer(s) (**ANNEX 0**). Bas World has no obligation towards Seller to invoke its General Terms and Conditions of Sale and Delivery against Buyer.

Article 6 - Term and termination

- 6.1. This Agreement is concluded for an indefinite period. It will enter into force on the date of signing by Seller or, if earlier, as soon as the first Vehicle of Seller is listed on the Environment.
- 6.2. This Agreement may be terminated at any time by each Party with immediate effect by written or electronic notice.
- 6.3. Obligations of Parties under this Agreement shall continue to apply in respect of Vehicles of Seller that are already offered on the Environment at the time of termination of this Agreement.

Article 7 - Warranties

- 7.1. Seller warrants to Bas World that all offered Vehicles through the Environment are Vehicles:
- a) of which Seller is the rightful owner;
 - b) that are still available for sale;
 - c) are not encumbered with a right of pledge or any other limited right;
 - d) can be delivered within seven (7) days after the conclusion of a Transaction;
 - e) will be delivered with all original and authentic documents; and
 - f) corresponding to the uploaded and provided images and information by Seller on the Environment. Seller guarantees that these images and information are up-to-date, complete, true, fair and accurately reflect the actual state of the Vehicle and that all information regarding defects and/or other circumstances that might negatively impact the value of the Vehicle, has been disclosed.

Article 8 - Indemnities and complaints handling

- 8.1. Seller indemnifies and holds Bas World fully harmless from and against all liabilities towards, claims from, demands by a Buyer and/or third parties and/or authorities regarding a Transaction of a Vehicle from Seller, for whatever reason. This includes all related costs, liabilities, claims, demands and/or expenses.
- 8.2. Bas World is responsible for handling Buyer's complaints and claims regarding a Transaction, however, given the nature of this Agreement, at Seller's risk. Seller shall support Bas World in such complaints and claims handling. Bas World may resolve Buyer's complaints and claims if, in judgement of Bas World, that is reasonable given the nature and/or justification of the claim or complaint related to the financial interests. When resolving Buyer's complaints and claims, Bas World may, at its sole discretion, offer to Buyer (a) correction of defects, (b) financial compensation or (c) undoing the Transaction and, as a result, the Purchase Agreement. Seller shall, in accordance with the indemnity as set out in article 8.1 of this Agreement, be fully responsible for all related damages, financial consequences and losses, charged by invoice from Bas World to Seller.

Article 9 - Miscellaneous

- 9.1. If any provision of this Agreement conflicts with a mandatory statutory provision of applicable law and/or regulation, that provision will not be applied and Parties will agree on a new provision with the same, or practically the same, effect. The other provisions of this Agreement will remain fully in effect.

Article 10 - Applicable law and disputes

- 10.1. This Agreement and any agreement arising therefrom are exclusively governed and will be interpreted by the laws of the Netherlands, with the exclusion of the United Nations Convention on the International Sale of Goods (CISG).
- 10.2. All disputes arising out, or in relation to, or in connection with this Agreement and any agreement arising therefrom will be exclusively referred to the competent court "Rechtbank Oost-Brabant", the Netherlands.
- 10.3. In the event that this Agreement and any agreement and/or terms arising therefrom, including but not limited to the General Platform Terms of Use and the General Terms and Conditions of Sale and Delivery of Bas World, are (also) provided in a language other than English, these documents merely serve as an general indication of the contents of the English-language version. In the event of any discrepancies between the contents of such translation(s) and the English-language version, the latter shall prevail.

THUS AGREED UPON AND EXECUTED ON [DATE]

BAS WORLD B.V.

[•]

By:
Position:

By:
Position:

ANNEX 1 GENERAL PLATFORM TERMS OF USE

GENERAL PLATFORM TERMS OF USE

CHAPTER A – GENERAL PROVISIONS

Article 1 - Definitions

1.1 In these general platform terms of use (the "**General Platform Terms of Use**") the following definitions are used:

- a) **Account:** a profile on the Environment which is created by User;
- b) **Bas World:** Bas World B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, with its corporate seat and its principal place of business at (5466 AP) Veghel, at Mac Arthurweg 2, the Netherlands, registered at the Chamber of Commerce with company number 17103220;
- c) **Buyer:** a professional party and User that proceeds to purchase a Vehicle through the Environment;
- d) **Environment:** the website www.basworld.com, the application and any other application and/or website designed by or by order of Bas World, in which Bas World offers Vehicles for Sellers and/or Bas World, to potential Buyers;
- e) **General Platform Terms of Use:** these General Platform Terms of Use of the Environment;
- f) **Offer:** a proposal placed on the Environment by or on behalf of Seller to contract into a Transaction;
- g) **Personal Data:** any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified directly or indirectly;
- h) **Seller:** an external professional party and User offering Vehicles through the Environment to other Users;
- i) **Service(s):** any service in the field of e-commerce, advertising, sale & transaction support, transport, shipment, import or export of Vehicles or services otherwise related thereto, which User and Bas World agree upon to be carried out by Bas World;
- j) **Service Agreement:** the agreement between Bas World and User regarding the provision of Services;
- k) **Transaction:** the sales agreement between Bas World and a Buyer for the sale of a Vehicle. This agreement is fully concluded and executed on the Environment;
- l) **User:** every visitor of the Environment;
- m) **Vehicle:** any new or used vehicle, equipment and machinery; and
- n) **Vehicle Check-In:** the Service provided to Seller by which Bas World prepares a concept for the Offer by collecting the essential specifications of the Vehicle.

1.2 Except where otherwise provided in these General Platform Terms of Use or required by context, the following shall apply in the interpretation of these General Platform Terms of Use: the singular also refers to the plural and vice versa.

Article 2 - Applicability

2.1 These General Platform Terms of Use shall apply to the use of the Environment and all Services carried out by Bas World.

2.2 The applicability of any other general terms and conditions used by User, is explicitly rejected.

2.3 Bas World may amend these General Platform Terms of Use at any time. The amended General Platform Terms of Use will apply as soon as they are made available in the Environment.

Article 3 - Account

3.1 User warrants unconditionally that it meets the following requirements:

- a) User must have an Account on the Environment;
- b) User acts within the framework of its business activities or profession;
- c) User must have a registration at the Chamber of Commerce or at an equivalent register in its place of business or incorporation; and
- d) User must be accessible by e-mail.

3.2 To create an Account, any or all of the following information may be required from User:

- a) company name;
- b) first name and last name of a company representative;
- c) copy of the ID of the registered company representative;
- d) email address;
- e) telephone number;
- f) password;
- g) company website;
- h) street and number;
- i) postal code and city;
- j) country;
- k) registration documents from the Chamber of Commerce or from an equivalent register; and
- l) EU VAT-number (only in case User has one).

3.3 User is responsible for the accuracy of the information in the Account.

3.4 At all times and under all circumstances, Bas World may take any measures it deems necessary, including but not limited to, not processing, blocking or erasing the request for or the use of the Account or block the sale and/or purchase of Vehicles in the Environment and/or Bas World may require that additional conditions are met, such as providing additional information by User, which are all at Bas World's sole discretion.

3.5 User is solely responsible for the use of its username and password of the Account. Bas World recommends User to use a unique password and store this password carefully and keep it secret.

3.6 User is not entitled to let others use the Account. Bas World is not responsible for any unauthorized use of User's Account.

- 3.7 When proceeding to buy or sell a Vehicle, User agrees to act in accordance with these General Platform Terms of Use, all applicable laws and regulations.
- 3.8 Bas World is not liable for late or unclear transmission of information or manifest clerical errors, regardless of whom the information relates to or to whom it is provided.

Article 4 - The Environment

- 4.1 The Environment provides Sellers the opportunity to offer a Vehicle via Bas World to potential Buyers and provides Buyers the opportunity to search for Vehicles. In the Environment User may only use visual materials or images of which User has the right of use of. For the avoidance of doubt, any images with copyrights of third parties may not be used in the Environment.
- 4.2 Under these General Platform Terms of Use Bas World grants User, a revocable, non-exclusive, non-transferable, limited license to use the Environment.
- 4.3 The use of the Environment is strictly personal, and User is not allowed to share the Environment with any third party without the prior written consent of Bas World. User is not allowed to misuse the Environment in any way whatsoever.
- 4.4 Bas World reserves the right to, temporarily or permanently, modify, suspend (e.g., for maintenance) or discontinue the Environment or any service to which it connects, with or without notice and without Bas World being liable towards User for such events.

Article 5 - Services

- 5.1 User understands and acknowledges that:
- Bas World has specific knowledge about, and experience with, transactions regarding Vehicles and especially in the field of e-commerce, advertising, sales (intermediation), transport, shipment, import and export of Vehicles;
 - Bas World, to the best of its ability ("*inspanningsverbintenis*"), will use its knowledge and experience to assist User in order to execute the Transaction; and
 - Bas World may refuse at its sole discretion to provide Services.
- 5.2 The prices of the Services, and any other Service that Bas World offers, are described on the Environment or will be communicated separately in writing.
- 5.3 All quotations or pricelists made available on the Environment or communicated by Bas World, in whatever form, are given as indications and are without any engagement.
- 5.4 A Service Agreement will be concluded by User's acceptance thereof. Acceptance will be effected on the Environment or in writing.
- 5.5 Bas World will charge all Services by issuing an invoice to User, unless agreed otherwise. Invoices will always be in Euro. If applicable VAT will be added. Payment will only take place in Euro, unless explicitly stated otherwise. The agreed term of payment is fourteen (14) days, unless agreed otherwise. Bas World retains the right to require an advance payment and/or to settle any amount due.
- 5.6 Not paying the invoices in the timeframe as mentioned in Section 5.5, can lead to the immediate removal or deactivation of all User's adverts on the platform and/or the Account.

Article 6 - Data Protection

- 6.1 With regard to the processing of Personal Data through the Environment, Bas World is data controller. Bas World determines the purpose and means of the processing. The Environment of Bas World processes the Personal Data, and the User is the data subject. Bas World shall process Personal Data in accordance with applicable privacy laws and regulations. The Environment shall only process Personal Data on behalf of, and in accordance with, instructions and under responsibility of Bas World.
- 6.2 The privacy statement of BAS Holding B.V. (<https://www.basworld.com/nl/privacy-disclaimer>), a private company with limited liability registered at the Chamber of Commerce with company number 17120393 and parent company of Bas World, including possible future amendments is applicable to the use of the Environment and all Services carried out by Bas World. Buyers, Sellers and all other Users are obliged to comply with all the principles and articles described in this privacy statement.

Article 7 - Intellectual Property

- 7.1 All intellectual property rights relating to the Environment, including, but not limited to, the source codes, websites, portals, data files, as well as the trademarks, designs and copyrights regarding the graphical user interface are held exclusively by Bas World. Except as expressly provided otherwise in these General Platform Terms of Use, no other rights or licences regarding intellectual property rights are granted or implied.
- 7.2 Bas World has taken technical measures to protect the Environment. User is not allowed to remove or bypass such technical measures or have such technical measures removed or bypassed under pain of immediate suspension of use of the Environment and notwithstanding the right of Bas World to claim full damages.

Article 8 - Liability of Bas World (and its employees, affiliates, auxiliaries, agents etc.)

- 8.1 User expressly acknowledges and agrees that the use of the Environment is at User's sole risk. To the maximum extent permitted by applicable law, the Environment and the Services are provided "AS IS", with all faults and without warranty of any kind. Bas World hereby disclaims all warranties and conditions.
- 8.2 Save for a wilful act or wilful recklessness by Bas World, Bas World shall not be liable to User for any direct and/or indirect damages, which include, but is not limited to, damages by reason of any:
- lack of representation;
 - implied warranty;
 - condition or other term;
 - processing of Personal Data;
 - violation of one User's obligation as data controller towards another User;
 - loss of profit;
 - indirect, special or consequential loss or damages (whether caused by the negligence of Bas World, its employees, agents or otherwise) including, loss of data, penalties and fines;
 - interruption in production;
 - interruption of operations;
 - use or misuse of the Environment;
 - use or misuse of User's Account in relation to the use of the Environment;
 - failure to supply the Environment;

regardless of:

- whether such damages were foreseeable;
- whether or not User was advised of the possibility of such damages;
- the legal theory (contract, tort, unlawful act or otherwise) upon which the claim is based; and
- notwithstanding the failure of any agreed or other remedy of its essential purpose.

- 8.3 Notwithstanding the foregoing, Bas World's aggregated and cumulative liability towards User for any damages or losses shall never exceed an amount of EUR 500,- (in words: five hundred euros) per Account.
- 8.4 In the exceptional situation that Section 8.3 is not applicable, Bas World's total liability towards User for any damages or losses, is limited to the maximum amount paid, or that should have been paid, to Bas World for the relevant Services.
- 8.5 In the exceptional situation that Section 8.4 is not applicable, Bas World's total liability towards User for any damages or losses, is limited to the amount actually paid out by its liability insurer, increased by the deductible which is applicable to Bas World.
- 8.6 The limitation of liability in this Article 8 also applies to Bas World's employees, affiliates, auxiliaries and agents. The aforementioned parties can derive rights on their own from this Article 8 and can invoke those rights against User. Those rights qualify as a third-party clause ("*derdenbeding*") under Dutch Law. Section 6:253 and section 6:254 of the Dutch Civil Code apply.

Article 9 - Miscellaneous

- 9.1 If any provision of these General Platform Terms of Use conflicts with any mandatory statutory provision of Dutch law and/or regulation, that provision shall not be applied and parties shall agree on a new provision with the same, or practically the same, effect. The other provisions of these General Platform Terms of Use will remain fully in effect.

Article 10 - Applicable law and disputes

- 10.1 These General Platform Terms of Use – and the legal relationship between User and Bas World - are exclusively governed by the laws of the Netherlands.
- 10.2 All disputes arising out of or in relation with these General Platform Terms of Use – and the legal relationship between User and Bas World - shall exclusively be referred to the competent court "Rechtbank Oost-Brabant", the Netherlands.

Article 11 - Contact Information

- 11.1 If User has any questions regarding these General Platform Terms of Use, please contact Bas World at:

Bas World B.V.
Mac Arthurweg 2;
5466 AP, Veghel;
The Netherlands; or
Telephone: +31 413 37 11 11; or
Contact page: <https://www.basworld.com/en/contact-us>

CHAPTER B – SELLER'S PROVISIONS

In addition to the general provisions of Chapter A, the provisions of this Chapter B apply if User qualifies as a Seller.

Article 12 - Seller's Offers

- 12.1 Seller is required to follow all instructions from Bas World when placing an Offer in the Environment.
- 12.2 When Seller requests a Vehicle Check-In and/or when Bas World determines that a Vehicle Check-In is necessary, Seller is obliged to prepare the Vehicle. This means that the Vehicle is available, clean, ready for inspection and testing, and have all vehicle (registration) documents available, at the date and time agreed upon with Bas World, and Seller will follow any other instructions given by Bas World. If Seller fails to comply with the foregoing, Bas World will charge Seller for the extra costs incurred. The acceptance of the requested Vehicle Check-In is to Bas World's sole discretion.
- 12.3 All Offers will be issued on the Environment and/or promoted online and/or via e-commerce channels, all according to the agreement between Seller and Bas World. Possible e-commerce channels are search engines, banners and social media. Seller can (against extra costs) request that additional e-commerce channels are used other than the regular e-commerce channels of Bas World. Bas World retains the right to anonymously promote Vehicles online. Bas World also retains the right to select, use and change the means of promotion as it deems fit, unless parties agree otherwise in writing.
- 12.4 Seller may offer new and used Vehicles. Insofar as a Vehicle is not marked as "new", the Offers relate to used Vehicles.
- 12.5 Seller guarantees to Bas World that all offered Vehicles are vehicles:
- a) of which Seller is the rightful owner;
 - b) that are still available for sale;
 - c) are not encumbered with a right of pledge or any other limited right;
 - d) can be delivered within seven (7) days after the conclusion of a Transaction; and
 - e) will be delivered with all original and authentic documents.
- 12.6 Bas World retains the right to block certain Offers, Vehicles or any image at any time and for whatever reason and especially in case the Offer or offered information is incomplete.
- 12.7 Bas World has the right, but by no means an obligation, to add information to any Offer of a Seller or adjust information provided. Bas World will always inform Seller of such addition or adjustment of information.
- 12.8 Seller shall only upload and provide images and information that is up-to-date and accurately reflects the actual state of the Vehicle. Seller also guarantees that all information uploaded and/or provided is complete, true, fair and that all information regarding defects and/or other circumstances that might negatively impact the value of the Vehicle, has been disclosed.
- 12.9 Any uploaded image shall only display the Vehicle and nothing else, nor shall Seller copy any images without any source references.
- 12.10 Vehicles that are sold will be marked as "sold" and/or removed from the Environment.
- 12.11 Seller understands and acknowledges that:
- a) Bas World intends to bring together supply and demand regarding Vehicles via the Environment, with the goal of establishing a Transaction or, when Bas World indicates, a direct purchase agreement between Buyer and Seller;

- b) Seller uploads and provides descriptions and images of the Vehicle to the Environment and that Seller is solely responsible for the accuracy of the data in its Offer, even when such information is partly provided by Bas World;
- c) Bas World will never be liable for any damages or costs incurred in relation to any mistake, error or misrepresentation of any information provided by Seller, nor will Bas World be liable for any damages or costs incurred in relation to the Seller not being able to sell the Vehicle for the recommended price.

12.12 Any Vehicle that could not be sold in the Environment can be reoffered by Seller. Bas World will then again charge Seller for the Services provided.

12.13 Seller indemnifies and holds Bas World fully harmless from and against all liabilities towards, claims from, demands by a Buyer and/or third parties and/or authorities regarding a Transaction of a Vehicle from Seller, for whatever reason. This includes all related costs, liabilities, claims, demands and/or expenses.

CHAPTER C – BUYER’S PROVISIONS

In addition to the general provisions of Chapter A, the provisions of this Chapter C apply if User qualifies as a Buyer.

Article 13 - Buyer’s position

13.1 Buyer may (at Buyer’s choice) respond to any Offer via the Environment, in accordance with these General Platform Terms of Use.

13.2 Buyer understands and acknowledges that:

- a) Bas World intends to bring together supply and demand regarding Vehicles via the Environment, with the goal of establishing a Transaction or when Bas World indicates, a direct sales and purchase agreement between Buyer and Seller;
- b) unless explicitly indicated otherwise, measurements, photographs, drawings, sketches and other images are only indicative and intended to give Buyer an impression of the Vehicle. Buyer cannot derive any rights from such images towards Bas World;
- c) the General Terms and Conditions of Sale and Delivery of Bas World (<https://www.basworld.com/en/general-terms-and-conditions>) will apply to any Transaction between Bas World and Buyer.

13.3 Buyer indemnifies and holds Bas World fully harmless from and against all liabilities towards, claims from, demands by third parties and/or authorities regarding a Transaction of a Vehicle from Seller, for whatever reason. This includes all related costs, liabilities, claims, demands and/or expenses.

ANNEX 2 GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF BAS WORLD B.V.

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF BAS WORLD B.V. (2022).

If necessary, BAS World B.V. will submit on first request a translation in Dutch of these general terms and conditions. Filed with the Chamber of Commerce Brabant under file number 17103220.

Article 1: Definitions

- 1.1 BAS World B.V. and its affiliated companies, including but not limited to the group companies as referred to in article 1.3, as well as its successors under universal title are the user of these general terms and conditions and will be referred to hereinafter as: "we" and "us".
- 1.2 "Other party" and/or "client" is understood to mean any (legal) person to whom we address our offers, as well as those that address offers to us and those who issue an assignment to us or the person with whom we enter into an agreement and furthermore the person with whom we have any legal relationship and on behalf of this person his representative(s), authorised representative(s), assignee(s) and heir(s).
- 1.3 All sister, subsidiary and parent companies and/or other companies belonging to BAS World, including, but not limited to, BAS Truck Center B.V. (Chamber of Commerce number 16021586), BAS Rent B.V. (Chamber of Commerce number 17215693), BAS Lease B.V. (Chamber of Commerce number 16077239), BAS Parts & Tyres B.V. (Chamber of Commerce number 17221169), BTS GmbH & Co. KG (HRA 17922) and BTS Used GmbH (HRB 28098) are referred to as "group companies".

Article 2: Applicability

- 2.1 These general terms and conditions apply to all our offers, agreements, contracts for services (involving the provision of services by us), as well as all legal acts, deliveries, work and services performed by us and services sold through us, including all pre-contractual situations and future legal relationships with us to be entered into on, inter alia, the sale of (used) (company) vehicles, trucks, truck components, (used) transport vehicles, machines, parts and accessories, performing repair, maintenance and other work on the products and/or vehicles, and accompanying services.
- 2.2 Derogations and/or additions to these general terms and conditions shall only bind us if agreed in writing.
- 2.3 If it appears that one or more provisions of these general terms and conditions conflict with the law, the remaining provisions of these general terms and conditions shall continue to apply unimpaired.
- 2.4 In case of conflict between the content of the agreement entered into between the other party and us, and these general terms and conditions, the provisions of the agreement shall prevail.
- 2.5 If we do not always require strict compliance with these terms and conditions, this shall not mean that said provisions do not apply, or that we would lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

Article 3: Offers

- 3.1 All our offers and quotations are without obligation, unless they contain a period of acceptance, in which case the offer expires after this period.
- 3.2 Changes and/or promises made by us after the offer, whether oral or written, shall constitute a new offer, as a result of which the previous offer has expired.
- 3.3 If an acceptance by the other party deviates from the offer, this shall constitute a new offer from the other party and a rejection of our entire offer, even if it only concerns a deviation on minor points.

Article 4: Conclusion

- 4.1 The agreement is concluded, where applicable within our period of acceptance, upon our receipt of a written acceptance of an offer and under the resolutive condition (ontbindende voorwaarde) that the other party fulfils its (down payment) obligations as referred to in article 7.3 in a timely manner. If the other party makes an offer and/or issues an assignment, the agreement is concluded upon approval and confirmation in writing by us of the offer and/or assignment or upon commencement of the performance of the assignment by us and under the resolutive condition (ontbindende voorwaarde) that the other party fulfils its (down payment) obligations as referred to in article 7.3 in a timely manner.
- 4.2 If the other party has accepted the offer electronically, the agreement will not be concluded until after we have accepted and confirmed this in writing. Until receipt of this acceptance has been confirmed and approved by us in writing, the agreement has not yet been concluded.
- 4.3 We reserve the right to terminate this agreement within 48 hours after its conclusion. In this case, the other party shall not be entitled to compensation.
- 4.4 Due to legislative requirements we are obligated to conduct an investigation with regard to the identity of the counterparty and the source of its funds. We reserve the right to terminate the agreement(s) if upon the aforementioned investigation, we, at our sole discretion, conclude that there is any doubt or uncertainty regarding the identity and/or source of funds of the counterparty or a third party acting on behalf of the counterparty. Any (advance) payments received by us from or on behalf of the counterparty will be returned.
- 4.5 Supplementary agreements, amendments and/or commitments, whether verbally or in writing made by our personnel, representatives, sales staff or other intermediaries after the conclusion of the agreement, shall not be binding unless they are confirmed by us in writing to the other party.
- 4.6 Orders placed through intermediaries, including agents, representatives or distributors, are valid only after we have confirmed these in writing. Verbal agreements and terms are binding only after they have been confirmed in writing by us by persons we have authorised thereto.

Article 5: Prices

- 5.1 The prices quoted by us are net prices and are exclusive of VAT and other government charges and/or third party charges on sales and/or delivery and/or performance of the agreement, and are based on delivery from our office, except to the extent agreed otherwise in writing.
- 5.2 The prices stated by us are quoted in Euros or any other currency agreed with us; any exchange differences will be at the other party's risk, unless agreed otherwise in writing.
- 5.3 If the payment term in article 7.1 is exceeded, we reserve the right to charge any exchange rate differences by means of a proportionate price increase.
- 5.4 We reserve the right to charge the other party a proportionate price increase, if an unanticipated increase arises in one or more price-determining factors and/or statutory levies, including wages, premiums, materials, (transport) rates (from third parties) and exchange rate changes, after the conclusion of the agreement.
- 5.5 Unless expressly agreed otherwise in writing, delivery costs, service costs and cost of shipping, etc., shall never be included in our prices.
- 5.6 Price increases ensuing from supplements to and/or amendments in the agreement will be on account of the other party.
- 5.7 Costs arisen as a result of the other party remaining in default to make the performance of the agreement possible and/or as a result of circumstances occurring which can be attributed to the other party as a result of which costs have arisen for us, will be charged by us to the other party.
- 5.8 We are not liable for any errors in the texts of printed matter, (online) advertising and/or other forms of marketing communications.

Article 6: Cancellation

- 6.1 In the event of cancellation by the other party, we shall be entitled to withhold and not repay a portion of the deposit equal to 10% of the sale price with a minimum of € 1.500,- as a cancellation fee, without prejudice to our right to claim additional compensation if the costs incurred (including delivery, storage, insurance and parking costs) exceed the deposit amount. In addition, we are entitled to terminate the agreement or part thereof, without notice and without judicial intervention.
- 6.2 Uncollected orders may be offered again to the other party. In that case, the invoice amount is increased by costs incurred, consisting of, for example storage and/or parking costs.

Article 7: Payment

- 7.1 The other party is obliged to pay all invoices before delivery of the relevant goods or before performance of the relevant work/services, unless expressly agreed otherwise in writing. We will not deliver the relevant goods or perform the work and/or services until full payment of all invoices. All invoices must be paid by the other party within 21 days after the conclusion of the agreement, unless expressly agreed otherwise in writing. Settlement with claims the other party claims to have on us is not allowed.

7.2 However, we do have the option to approve payment extensions. In doing so, we are entitled to cancel the agreed discount, retroactively, to demand 2% interest per month on the outstanding amount from the other party and to charge the other party € 35,= storage/parking costs per vehicle per day. In addition, we reserve the right to nevertheless terminate the agreement in whole or in part at any time.

7.3 Within two days after the conclusion of the agreement, the other party is obliged to pay a deposit of at least 10% of the gross sales value of the objects with a minimum of € 1.500,= per object or a different amount to be determined by us in the agreement or in an annex thereto. In the absence of (timely) payment, we shall be entitled to suspend the fulfilment of our obligations.

7.4 If the other party wishes to export an object for its own account and risk, outside the European Union, the other party must have furnished a security before the delivery of the object, which will be returned after the object has been electronically exported (and reported) in a correct manner. Unless otherwise agreed in writing, a deposit equal to the amount of the Dutch VAT applies per object.

7.5 In case of failure to make (timely) payment of foreign currency amounts, within the period(s) specified in article 7.1 and/or article 7.3, we shall reserve the right to pass on currency fluctuations against the euro to the other party. If on-charging of the relevant currency fluctuation(s) results in a price that differs more than 5% from the original price, the other party shall have the right to cancel the sale.

7.6 Payments made by the other party shall always first be applied to settle all due interest and costs and subsequently to settle claims arising from the agreement that have been outstanding for the longest period, even if the other party has stated that the payment relates to a different claim.

7.7 BAS World and/or its group companies, for whom we shall act as an authorised agent in respect of the provisions of this article, shall always be entitled to set off all amounts that we, both individually and jointly, claim from and/or are due to the other party against all claims the counterparty has against us and/or amounts it owes us, or to rely on a right of suspension in respect of (any of) those claim(s). BAS World, its group companies and the other party agree that the right of set-off is extended, and that reciprocity for set-off is not necessary, therefore.

7.8 In the event of (an application for) liquidation, insolvency, bankruptcy or moratorium of the other party, the claims, of whatever nature (including those of the parties specified in article 7.7), on the other party shall be immediately payable.

7.9 Cash payments can be made only upon presentation of valid proof of identification and from Monday through Friday from 08:30 to 18:00. In that respect, the proof of payment we issue shall be the only valid proof of payment.

Article 8: Delivery time, delivery, risk

8.1 Delivery times are determined by mutual agreement; however, our specified delivery times and/or specified delivery dates will never be regarded as deadlines unless agreed otherwise in writing. In the event of late delivery and/or completion we require to be placed in default in writing, stating a reasonable deadline for compliance. A reasonable period shall in any case be the period considered as reasonable within the industry.

8.2 If exceeding the deadline is not attributable to us, under no circumstances the other party may claim damages or termination of the agreement.

8.3 If delivery includes transport and/or shipment, this will be booked within 48 hours of receipt of full payment.

8.4 If we are responsible for shipment of the goods, at request of the other party, or if the agreed parity of the ICC INCOTERMS lays this responsibility on us, the time, method of shipment and shipment route shall be at our discretion. Transport insurance shall be effected by us only at the express request of the other party; all related costs are to be borne by the latter.

8.5 Unless otherwise agreed in writing, delivery will take place EX WORKS (Incoterms 2020) at our office.

8.6 At least two working days before collection of the object, the other party must communicate this to us in writing, allowing for the relevant documents to be prepared.

8.7 Buyer is obligated to fill in and sign the transport declaration, to be provided by seller, mentioning amongst others, which person, employee, agent (including third parties) is to collect the good(s) on behalf of buyer. This person/party is to be considered a representative of the other party concerning the receipt of the good(s) and affairs related thereto.

8.8 Upon taking receipt of the good(s), the other party or its representative and us may agree that the we will assist the buyer/representative with the loading of the goods. In that case too, the other party bears the risk of, inter alia, storage, loading, transport and unloading and shall hold us harmless for any and all damages caused by or related thereto. We shall be entitled to charge an additional fee to the other party for the assistance provided.

8.9 If the other party fails to collect the goods within the agreed period or fails to give us the opportunity to deliver the goods, it shall be immediately in default and the goods shall be stored at the expense and risk of the other party. If the other party refuses to collect the goods by our specified deadline, we shall be entitled to terminate the agreement in whole or in part and to alienate the goods in a manner to be determined by us, without being liable for compensation. We shall be entitled to recover our claim on the proceeds.

8.10 The risk for the sold products and vehicles is transferred from us to the other party upon delivery. In the event of a sale of a vehicle, the other party shall be obliged to insure the vehicle from the moment of delivery.

8.11 All purchased goods and services shall be purchased as a whole, a deposit may not be used to pay part of an order. Partial deliveries are only possible by means of an amended order confirmed in writing.

8.12 The other party must assess whether the registration, vehicle and export documentation present or to be delivered by us is sufficient for import or registration in the country of destination. We shall not be in any way responsible or liable in this respect.

8.13 If the registration, vehicle and export documentation is not yet available upon conclusion of the agreement, we shall provide an indicative date of arrival, which no rights may be derived from by the other party. If the other party decides to start using a vehicle before all the documentation is available, this shall be entirely at the risk of the other party and any resulting damage may not be recovered from BAS World and/or its partners (e.g. should it concern a sale via consignment).

8.14 If it becomes apparent that the registration, vehicle and export documentation cannot be provided, the other party may dissolve the agreement. Any expenses incurred will not be recovered from BAS World and/or its partners (e.g. should it concern a sale via consignment).

8.15 The other party must assess whether the temporary (registration) plates (and insurance) provided (by third parties) are adequate for transport to the destination country, whereby we are not liable for any inaccuracy and/or late/incorrect delivery thereof.

Article 9: Warranty, complaints

9.1 Used vehicles and parts are sold without warranty of any kind and in a condition as seen by the other party on the website or at the sale location and approved by the other party. We are not liable for any hidden or visible defects. Warranty on used vehicles and/or components is issued only if and to the extent specifically stated in the sales agreement.

9.2 If the other party makes an appeal to the warranty granted by us in the relevant purchase agreement or submits a complaint, we will assess the warranty or complaint and if necessary settle with due observance of the relevant provisions in the agreement. Warranty claims are not transferable. All warranty requests or complaints must be submitted via complaints@basworld.com.

9.3 Any complaints in respect of both visible defects in goods supplied by us and amounts invoiced must be submitted to us in writing, accompanied by an accurate specification of the facts to which the complaint relates, within three working days after receiving the vehicle or the performance of the work, or after receipt of the invoice. In the absence of such notification, the other party shall be deemed to have approved and accepted the delivered goods without reservation. The right of recovery lapses by the (continued) use of the delivered goods.

For all other complaints, a period of 14 days after the defects became known applies, provided the other party demonstrates that it could not reasonably have discovered the defect earlier.. Upon first request, the concerned goods must be made available to us for investigation.

9.4 Complaints may not be submitted if:

- the goods have been used for a purpose other than for which they are normally intended or if, in our opinion, they have been used or transported in an improper manner, or repaired by the other party or a third party;
- the damage was caused by negligence of the other party (for example, due to insufficient maintenance) or because the other party has acted contrary to our instructions, directions and advice;
- it concerns parts of which the seal is broken or which tend to be regularly replaced when carrying out maintenance or servicing or which are accessories;
- the other party has failed to perform any obligation towards us, even if not directly related thereto.

9.5 In case the other party - with due observance of the provisions in this article - submits a complaint and his complaint is considered to be valid by us, we will at our discretion, replace the relevant goods free of charge (after which the replaced goods become our property) or repair them or grant a price reduction.

9.6 Handling a complaint shall not suspend the payment obligation of the other party.

9.7 If a complaint that is not included in the above cases is taken into consideration, this will be entirely voluntarily and the other party may not derive any rights from this.

- 9.8 The warranty claims expire if:
- a. We are not given the opportunity to rectify the defects;
 - b. Third parties have performed work, without our prior knowledge or consent, related to the defect, regarding the remedy of which we have performed work in relation to which the warranty is invoked;
 - c. In case of improper use of the vehicle, which shall include:
 - use for other than normal purposes;
 - overloading;
 - modifications to software(configuration) equipped on the vehicle if these are not permitted or supported by legislation and/or by the manufacturer;
 - modifications / additions to hydraulic functions if these are not permitted or supported by legislation and/or by the manufacturer;
 - use of wrong fuels and oils;
 - maintenance other than prescribed by us or the manufacturer of the vehicle;
 - improper control, use and/or maintenance;
 - accident, insufficient maintenance.
 - d. If changes have been made to the vehicle by the other party or on the instructions of the other party, unless all this was carried out in full compliance with our written advice or after having received our written consent.
 - e. The other party fails to fulfil the agreed payment obligations and other obligations under the agreement.
- 9.9 Excluded from warranty are:
- emergency repairs;
 - defects in materials or components that have been prescribed or provided by the other party;
 - defects that are the result of designs, drawings, constructions or methods provided by the other party, or recommendations given by the other party;
 - deviations in colour or quality of the coating deemed acceptable or unavoidable within the industry.

Article 10: Vehicle history, CE-marking, EPA certification, BMW certification

10.1 Although we observe the utmost care in providing information about the (technical) data, history, mileage and working hours of vehicles, the other party may not derive any rights from the information provided by us, as we also depend on third parties for our information. Likewise, the other party may not derive any rights from errors or apparent spelling mistakes on our website.

10.2 The other party has the right to try to retrieve said data of vehicle(s) on its own initiative. If required, we will cooperate in this. Any costs of said investigation shall be borne by the other party.

10.3 Unless we explicitly state otherwise in writing, the vehicles and machines as offered by us do not have CE-marking, EPA certification, BMW certification and/or other certifications. The other party should assess itself whether or not the vehicles and machines may be used for its intended purpose(s) and in the area(s) of its intended use. We are neither responsible nor liable for this.

Article 11: Retention of title

11.1 All deliveries will be made under retention of title. The ownership of the goods and/or vehicles, notwithstanding their actual delivery, is only transferred to the other party after the other party has paid in full all which is due with regard to the products delivered or to be delivered by us to the other party pursuant to this agreement or any similar agreement or with regard to work performed or to be performed for the other party pursuant to such an agreement, and also in respect of the claims for failure to comply with such agreements.

11.2 During the period that ownership of a vehicle has not yet been transferred to the other party in accordance with paragraph 1 of this article, but delivery has taken place, the other party shall effect third-party liability insurance and comprehensive insurance for the vehicle and the other party shall not be allowed to alienate, encumber, pledge, lease, lend the vehicle or to make it available to third parties in any way or transfer it as security to third parties. If the vehicle is sold or transferred to a third party, a silent pledge shall be established in advance on the claim against said third party that arises by virtue of the resale of the vehicles, for our benefit, which obliges the other party to cooperate in submitting possible registration thereof. If the products delivered and/or made involve accession and/or specification, a pledge is hereby established on the product that our product has become a component of. The other party will indemnify us against third-party claims on the vehicle for the aforementioned period.

11.3 During the period stated in paragraph 2, the other party shall be obliged to return the goods and/or vehicles sold to us in good condition, upon our first request. If the other party fails to fulfil its (payment) obligations towards us or if we have good reason to fear that it will fail in its obligations, we shall be entitled to repossess the goods delivered subject to the retention of title, at the expense of the other party. Cost of use of the vehicle shall be borne by the other party.

11.4 The other party is obliged to store the goods delivered under retention of title with the necessary care and as the recognisable property of us.

Article 12: Dissolution

12.1 If the other party fails to fulfil, or fails to fulfil in a proper and timely manner, despite a demand specifying a reasonable period, any obligation, whether relating to payment or otherwise arising under any agreement concluded with us, as well as in the event of (application for) moratorium or bankruptcy, guardianship order or liquidation of the other party's business, we shall be entitled, without notice of default and without judicial intervention being required, to dissolve the agreement or any part thereof, whereby the entire deposit will be withheld on account of cancellation fee and not refunded, without prejudice to our right to claim additional compensation if the costs incurred (including delivery, storage, insurance and parking costs) exceed the deposit amount.

12.2 As a result of the dissolution, all claims against the other party shall fall due immediately, without us being liable for damages or warranty payment. The other party shall be liable for the damage suffered by us, including interest and loss of profits.

Article 13: Suspension and right of retention

13.1 We are authorised to suspend our performance (including future partial deliveries) if the other party fails to fulfil any of its obligations or if circumstances that have come to our knowledge give us good reason to fear that the other party will fail to fulfil its obligations, except to the extent mandatory provisions prohibit us in doing so.

13.2 We are entitled to exercise the right of retention on all goods of the other party relating to the performance of the agreement, including goods within the scope of the agreement actually held by us, in the event that the other party fails, fully or in part, to fulfil any obligations related to the performance of the agreement or other agreements entered into with the other party.

13.3 We are entitled to recover damages (including loss of interest) we have suffered and the costs we had to incur in respect of care of the goods actually held by us (including parking and storage costs) from the other party.

Article 14: Sale with trade-in

14.1 If in case of sale of a vehicle against trade-in of a used vehicle, the other party continues to use the vehicle that is to be traded in pending delivery of the new vehicle, the other party shall have the obligation to take care of the vehicle with due care and diligence.

14.2 Ownership of the vehicle to be traded in will only transfer to us at the time this vehicle is in our actual possession.

14.3 The vehicle to be traded in must be free of financing and obligations towards third parties.

14.4 Unless otherwise agreed in writing, the power train and its dependent components must be in good working condition.

14.5 Unless otherwise agreed in writing, all vehicle documents accompanying the vehicle shall be handed over to us at the time the vehicle becomes our property.

14.6 During the period specified in paragraph 1 of this article, the risk in respect of the vehicle lies with the other party and all costs, in particular of maintenance and damages from any cause whatsoever, also as a result of loss, including not providing or not being able to provide the valid full registration plate and/or registration certificate or any other official documents, shall be borne by the other party.

14.7 If the vehicle to be traded in, once we have actual possession of the vehicle, is, in our opinion, not in the same condition as at the time of conclusion of the agreement, we shall be entitled to refuse the trade-in and require payment of the agreed purchase price of the vehicle or to have the vehicle to be traded in revalued and to take the current value into account.

14.8 If, in our opinion, the vehicle to be traded in shows defects that could only be observed after the vehicle was actually made available, but which defects were already present at the time of conclusion of the agreement, according to objective standards, the other party must compensate us for the resulting damage for us. Damage shall include reduction of the assessed value.

Article 15: Force Majeure

15.1 In the event that force majeure causes delay in or prevents the performance of the agreement, both we and the other party shall have the right to dissolve the agreement in writing without the other party being entitled to any compensation.

15.2 Force majeure on our part also includes any circumstance arisen outside our control, due to which the normal performance of the agreement is prevented. Such circumstances of force majeure shall at any rate include:

- if the production or supply of a certain item is ceased;
- if we have sold a vehicle yet to be traded in to the other party and said vehicle cannot be delivered to the other party due to circumstances that cannot be attributed to us.

- loss, damage and/or delay during and due to transport, extreme absenteeism due to illness of personnel, actions/measures at customs, including the blocking, whether temporarily or permanently, of certain geographic areas, fire and other serious breakdowns in our company or at our suppliers.

15.3 If the manufacturer, importer or supplier modifies or makes (structural) changes to a product, we shall reserve the right to supply the modified product, provided that the modified product possess at least the normal usage properties of the original product, as well as the special usage properties, if and to the extent as agreed in writing between the other party and us.

Article 16: Liability

16.1 Save for a wilful act or wilful recklessness by us or our managerial personnel (including managing subordinates), our liability will be limited to our warranty obligations set out in article 9 and we shall never be liable for any direct or indirect damage, whether the claim is based on an agreement entered into with us, tort or otherwise.

16.2 In the event that we may be liable for any damage, our liability will always be limited to direct damage to property or persons and will never extend to any trading loss or other consequential damage, including loss of income.

16.3 In the event that we may be liable for any damage, our liability shall further be limited to the price at which the other party has purchased the product or the amount paid by the other party for the assignment, but at any rate with a maximum of the current value of the relevant vehicle.

16.4 If we consider there are sufficient grounds that would lead us to not apply the above stipulations contained in this article, our liability shall at all times be limited to that damage and to at most the amount against we are insured for or according to the usages applying in the industry, reasonably ought to have been insured.

16.5 Any claim for damages and/or repair of the defect and/or replacement of the item, for whatever reason, shall lapse on the earliest of the following dates: in case of late reporting or by the expiry of 1 year after delivery, installation or completion.

16.6 The other party is obliged to indemnify or compensate us for all claims by third parties for compensation of damage, costs, fines, penalties or interests for which our liability has been excluded in relation to the other party under these general terms and conditions.

16.7 We shall never be liable for damage caused by work related to the products which is not part of our normal work and which is performed by us as a service at the express request of the other party. Such work shall be performed at the expense and risk of the other party. Neither shall we be liable for damage resulting from errors in free advice.

16.8 We will insure the risk of loss or damage to goods of the other party, which are held by us, for the period that these goods are held by us. We are liable for goods provided to us by the other party, irrespective of the external cause and irrespective of whether the damage or loss arises during the period that we hold these goods by virtue of an agreement, only to the extent the relevant insurer reimburses the relevant damage. An external cause shall not include the processing of the goods.

16.9 If this agreement covers goods that we procure or have procured from third parties, our responsibility and/or liability shall be limited to the responsibility and/or liability to us of that supplier. This provision only applies to the extent that such application is more favourable for the other party than the application of the above provisions.

16.10 We are not obliged to provide the other party with replacement transport or provide transport for the items to be transported, nor shall the other party be entitled to reimbursement of the cost of replacement transport.

Article 17: Intellectual property rights

17.1 All intellectual property rights and rights in respect of the products of the mind we develop or use in the performance of the agreement, including advice, procedures, (model) contracts, systems, system designs etc., will accrue to us, insofar as these have not already been accrued to third parties.

17.2 Except with our prior written consent, the other party shall not be allowed, whether on its own or by engaging third parties, to reproduce, publish or exploit the said products of the mind or recordings thereof on data carriers.

Article 18: Derogation clauses

18.1 If in the case of the sale of particular products of ours special conditions of ours have been agreed upon, such special conditions shall prevail to the extent they relate to those particular products if they were to arise in conflict with these general terms and conditions. For the remainder, these general terms and conditions shall remain their validity.

Article 19: Data processing

19.1 The data of the other party will be processed by us and stored in our systems. We are also entitled to make this data available to third parties. Insofar as it concerns the processing of personal data this is processed within the meaning of the General Data Protection Regulation. Personal data will only be provided to third parties if this is required to deliver the service or when there is a legal obligation hereto. We have made agreements with such third parties to make sure that this personal data will not be used for other purposes. We can perform the agreement, provide optimal service and provide the other party with product information and personalised offers in a timely manner on the basis of this processing. If it concerns the processing of personal data for the purpose of direct mailing, then any objection brought by the other party to us will be accepted.

19.2 The other party is aware that vehicles sold by us are or may be fitted with software systems that store information about the vehicle. The other party indemnifies BAS Trucks against any liability in this regard.

19.3 More information regarding the processing of personal data can be found in our privacy policy on the website <https://www.basworld.com/nl/privacy>.

Article 20: Sanctions

20.1 The other party declares that it will not resell the goods purchased from or via BAS World to parties listed on the EU sanction lists and/or the OFAC Specially Designated Nationals And Blocked Persons List (SDN).

Article 21: Applicable law and competent court

21.1 The provisions of the Vienna Convention do not apply, nor any other future international regulation on the sale of goods, of which its applicability may be excluded by the parties.

21.2 All agreements to which these general terms and conditions apply in whole or in part are governed by Dutch law.

21.3 All disputes arising from or related to the agreement are, insofar as mandatory provisions are not incompatible, exclusively submitted to the competent court within whose jurisdiction we have our place of business, unless we as plaintiff or petitioner elect the competent court of the residence or domicile of the other party.

21.4 In the event of a dispute or impending dispute, we shall have the right to have one or more experts conduct or cause to conduct an expert examination at the other party's business.