

General Terms and Conditions for Intermediary Services

1. Definitions

- 1.1. **FS4Trading** is the intermediary, having its registered office in (2651 BC) Berkel en Rodenrijs, the Netherlands, listed in the commercial register of the Chamber of Commerce under file number 64810402.
- 1.2. **The Client** is the legal entity or natural person with whom FS4Trading enters into an agreement to act as an intermediary.
- 1.3. **The Intermediary Agreement** is a contract for services, based on which FS4Trading binds itself towards the Client, against payment of a commission, to act as an intermediary in the formation of a Contract between the Client and a Third Party.
- 1.4. **The Contract** is the agreement of purchase or sale of an object which is concluded between the Client and a Third Party.
- 1.5. **The Third Party** is the party with whom the Client enters into a Contract for the sale or purchase of an object.

2. Scope of General Terms and Conditions

- 2.1. These general terms and conditions will apply to all agreements, offers, quotations and other (legal) acts of FS4Trading. The applicability of any terms and conditions of the Client is explicitly excluded.
- 2.2. In case of divergence between any of the provisions in these terms and conditions and the contents of the Intermediary Agreement, the contents of the Intermediary Agreement will prevail.
- 2.3. Unless agreed otherwise in writing, these general terms and conditions will apply to all new or supplementary Intermediary Agreements that may be concluded between the Client and FS4Trading.

3. Services of FS4Trading

- 3.1. FS4Trading acts as an intermediary between the Client and a prospective vendor or purchaser of an object. FS4Trading is entitled to enter into agreements with Third Parties in the name and for the account of the Client if an oral, written or electronic proxy has been given to

FS4Trading. FS4Trading will never become a party to a Contract and will not enter into Contracts in its own name.

- 3.2. Unless agreed otherwise, The Intermediary Agreement includes only the following services:
 - a. advice on the possibilities of concluding a Contract;
 - b. conducting negotiations on the Contract;
 - c. active promotion of the conclusion of the Contract;
 - d. recording of agreements made between the Client and the Third Party;
 - e. assistance of the usual process relating to the conclusion of the sales/purchase contract.
- 3.3. FS4Trading is bound by a best-efforts obligation and not by an obligation of result. FS4Trading is not responsible for the conclusion or the performance of the Contract.
- 3.4. FS4Trading acts as an intermediary for the benefit of the Client only. Third parties cannot derive any rights from the Intermediary Agreement or the activities performed by FS4Trading in that connection.

4. Provision of Information

- 4.1. The Client is obliged to provide FS4Trading at its own initiative with all information, documents and data necessary for the correct and proper performance of the intermediary services. The Client guarantees the correctness of this information, these documents and these data.
- 4.2. All information, documents, data and calculations supplied by FS4Trading, such as private motor vehicle and motorcycle tax cost estimates (*Dutch: BPM*), and descriptions of accessories and damages, are for information purposes only and non-binding. FS4Trading does not guarantee the correctness of this information, these documents, data and calculations. The Client is obliged to verify the correctness and accuracy of the private motor vehicle and motorcycle tax cost estimates (*BPM*) itself.
- 4.3. FS4Trading can give the Client advice on the correct performance of the Contract without any obligation, such as advice on the mode of transport or the selection of a carrier. FS4Trading assumes no liability with respect to such advice and/or the performance of work by third parties based on such advice.

5. Duration and termination of the Intermediary Agreement

- 5.1. The Intermediary Agreement will be entered into for an indefinite term, unless agreed otherwise.
- 5.2. The Intermediary Agreement will end by:
 - a. the conclusion of the Contract between the Client and the Third Party;

- b. withdrawal of the assignment by the Client;
- c. termination of the assignment by FS4Trading;
- d. termination by one of the parties.

5.3. The Intermediary Agreement can be terminated by each of the parties in case the other party fails in the performance of the obligations if such failure justifies termination and after the other party has been warned to remedy such failure within a reasonable term.

6. Commission

6.1. The Client must pay to FS4Trading the commission agreed as soon as a Contract is concluded. FS4Trading can also claim commission if the Contract is not implemented for any reason not attributable to FS4Trading.

6.2. If the Client withdraws the Intermediary Agreement before the conclusion of the Contract, without this being attributable to FS4Trading, FS4Trading can claim payment of costs already incurred by FS4Trading. If a Contract is concluded after withdrawal, FS4Trading will be entitled to the full amount of the commission.

6.3. If the Client fails to pay the invoice of FS4Trading within the payment term stated on the invoice, it will be considered to be in default without any notice of default being required and FS4Trading will be entitled to collect the amount due and to charge the Client with all legal and other costs.

7. Costs

7.1. FS4Trading is entitled to enter into agreements with third parties in the name and for the account of the Client relating to work that must be performed to ensure the proper settlement of the Contract for the benefit of the Client (such as transportation, import or export).

7.2. If and in so far as possible, FS4Trading will consult the Client before contracting third parties. The Client indemnifies FS4Trading for claims or demands of such third parties.

8. Liability of FS4Trading

8.1. FS4Trading is never liable for the conclusion, performance, non-performance, breach of contract or cancellation of the Contract. The Client indemnifies FS4Trading against all damages, costs and claims of third parties, in so far as these are related to the Contract or any ensuing legal and other acts.

8.2. FS4Trading is never liable for the incorrectness or inaccuracy of information, documents, data, calculations or advice given by FS4Trading to the Client, relating to, inter alia, CO₂-emission, damages and odometer readings.

- 8.3. Liability for indirect damages, such as loss of turnover or loss of profit, is excluded.
- 8.4. The liability of FS4Trading is in any case limited to the direct damage of the Client up to a maximum of the commission charged by FS4Trading in connection with the object to which the damage relates, with a maximum of € 5,000.-- per year.

9. Confidentiality

The Parties will treat confidentially and observe secrecy with regard to all information, documents and data exchanged between them. This information, documents and data will be used for no other purpose than the Intermediary Agreement.

10. Communication and non-competition

- 10.1. The Client will not have any direct contact with the Third Party for the duration of the Intermediary Agreement.
- 10.2. The Client or individuals and companies affiliated with the Client are not allowed to maintain competitive business relations with the Third Party during or after termination of the Intermediary Agreement. Competitive business relations are defined as:
- any form of contact (by phone, in writing or electronically) between the Client and the Third Party,
 - which will or may lead to the direct supply of objects by the Client to that Third Party, or the direct supply of objects by that Third Party to the Client, without the involvement or permission of FS4Trading,
 - in so far as these objects are similar or comparable to the object/objects for which FS4Trading has acted as an intermediary.
- 10.3. In case of breach by the Client of the prohibitions included in this article, or by individuals or companies affiliated with the Client, the Client must pay FS4Trading a penalty of € 5,000.-- for each breach, plus an amount of € 500,- for each day the breach lasts, without prejudice to the right of FS4Trading to receive compensation of the full damage.

11. Complaints

- 11.1. Complaints about a failure in the performance of Intermediary Agreement or about the invoice of FS4Trading must be submitted to FS4Trading as soon as possible, but in any case, within 24 hours after the Client has discovered the failure or should reasonably have discovered the failure, either in writing or by e-mail.
- 11.2. After the lapse of this term, the Client will be expected to have approved of the service provision, c.q. the invoice.

12. Applicable law and competent court

All disputes relating to the Intermediary Agreement and the activities performed by FS4Trading are governed by Dutch law. These disputes will be settled by the competent district court in whose jurisdiction FS4Trading is established.