

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF TRACTIVE SUSPENSION B.V., TRACTIVE DDA B.V., TT SUSPENSION SALES B.V., TT SUSPENSION ENGINEERING AND SERVICES B.V. AND TRACTIVE EXPORT B.V.

Version 2024 – filed with the Chamber of Commerce under numbers 50067257, 70288453, 83899758, 86378864 and 94655049

1. General

1.1. In these general terms and conditions (“**Conditions**”):

Client means each natural person or legal entity negotiating about the formation of a Contract with the Supplier or concluding a Contract with the Supplier on the delivery of Products and/or Services;

Contract means a contract between the Client and the Supplier under which the Supplier supplies Products and/or Services on whatever grounds;

Day means a calendar day;

DCC means the Dutch Civil Code;

Documentation means any description of the Products and/or Services in the Dutch and/or English language and its properties whether or not specifically intended for installation, implementation, the use, management and maintenance thereof;

Products mean items delivered by the Supplier to the Client pursuant to the Contract;

Services mean the services to be provided by the Supplier to the Client including but not limited to the provision of after sales activities and the development of specific technology or products;

Supplier means the private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) Tractive Suspension B.V., incorporated under the laws of the Netherlands, with its statutory seat in Cuijk, the Netherlands, its business address at Gildekamp 26, 5431 SP Cuijk, the Netherlands and registered with the Chamber of Commerce under number 50067257 and/or the private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) Tractive DDA B.V., incorporated under the laws of the Netherlands, with its statutory seat in Cuijk, the Netherlands, its business address at Gildekamp 26, 5431 SP Cuijk, the Netherlands and registered with the Chamber of Commerce under number 70288453 and/or the private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) TT Suspension Sales B.V., incorporated under the laws of the Netherlands, with its statutory seat in Cuijk,

the Netherlands, its business address at Gildekamp 26, 5431 SP Cuijk, the Netherlands and registered with the Chamber of Commerce under number 83899758 and/or the private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) TT Suspension Engineering and Services B.V., incorporated under the laws of the Netherlands, with its statutory seat in Cuijk, the Netherlands, its business address at Gildekamp 26, 5431 SP Cuijk, the Netherlands and registered with the Chamber of Commerce under number 86378864 and/or the private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) Tractive Export B.V., incorporated under the laws of the Netherlands, with its statutory seat in Cuijk, the Netherlands, its business address at Gildekamp 26, 5431 SP Cuijk, the Netherlands and registered with the Chamber of Commerce under number 94655049;

Third Parties mean any parties other than the Supplier and/or the Client;

Writing means in writing or electronically or both.

Where words in the plural form are given a defined meaning above, this includes the singular form and vice versa.

- 1.2. These Conditions apply to any offer, quotation, confirmation of an order, Contract and any related act or legal act on the part of the Supplier and the Client. In the event of contrariety between the Contract and the Conditions, the Contract prevails.
- 1.3. Any derogation from these Conditions and from the Contract is only valid if explicitly set out in Writing by the Supplier, or its authorized representative, and applies until the day on which the Supplier revokes it.
- 1.4. If one or more stipulations or a part of a stipulation in these Conditions is void or not applicable, the effect and validity of the other stipulations remain intact.
- 1.5. The Supplier explicitly rejects the application of the Client’s standard terms and conditions, by whatever name.
- 1.6. If the Supplier does not demand strict compliance with these Conditions, it does not lose, as a result, its right to demand strict

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- compliance at a later date or in a different case.
- 1.7. The Supplier has the right to unilaterally amend the Conditions, which amended Conditions take effect on the notified date and after the amended Conditions are sent to the Client.
- 2. The formation of a Contract**
- 2.1. An offer, quotation, confirmation of an order and statements made by or on behalf of the Supplier:
- are only addressed to the Client;
 - may not be circulated;
 - form one single integral part;
 - cannot be accepted in part;
 - are entirely free from any obligation, even if they include time for acceptance; and
 - may be withdrawn by the Supplier at any time, even after acceptance by the Client.
- 2.2. Where a Contract is concluded in Writing, it shall be deemed to have been entered into on the Day on which the Supplier sends a Written order confirmation to the Client. A Written order confirmation notice issued by the Supplier shall serve as an accurate and complete representation of the Contract concluded between the Supplier and the Client.
- 2.3. In the absence of the Supplier's Written confirmation of an order, the Contract concerned shall be deemed to have been concluded at such time as the Supplier starts with the execution of the Contract. In that case, the invoice is considered to be the Client's order and serves as the accurate and complete representation of the Contract concluded between the Supplier and the Client.
- 2.4. A supplement or amendment of the Contract shall only be binding on the Supplier, provided that the Supplier confirms it in Writing within fourteen (14) Days.
- 2.5. A Client does not have the right to cancel the Contract in whole or in part. If the Client nevertheless cancels the Contract in whole or in part, the Supplier shall remain entitled to charge the Client for the entire amount involved in the relevant Contract and the Supplier shall remain entitled to recover any loss suffered as a result of such cancellation from the Client.
- 2.6. When entering into a Contract, the Supplier shall not under any circumstances be bound by any prices, discounts, margins and/or conditions previously agreed with the Client which derogate from these Conditions.
- 2.7. Each Contract shall be entered into by the Supplier under the condition precedent that the Supplier, after an investigation to that effect, is of the opinion that the Client is creditworthy to such an extent that the financial performance of the Contract is assured. Should the Supplier be of the opinion, on reasonable grounds, that the Client is not (sufficiently) creditworthy, the Supplier shall be entitled to temporarily suspend its obligations. If there is such a suspension, the Supplier shall notify the Client in Writing immediately and offer the Client the opportunity to provide security.
- 3. Price**
- 3.1. The offered and contracted prices are expressed in euros and do not include VAT. Other expenses (including transport costs, technical costs, insurance costs) and the statutory taxes, duties and charges are not included in the price and are at the expense of the Client. The Client bears the foreign exchange risk in case of payment in a foreign currency.
- 3.2. All prices quoted by the Supplier in the Contract are subject to typing and calculation errors.
- 3.3. The Supplier is entitled to increase the prices during the term of the Agreement annually, starting on January 1st of each calendar year.
- 3.4. The Supplier is authorized to adjust the contracted price in case of an increase in the cost of components on the basis of which the price is calculated. These components include, but are not limited to, raw materials, electricity and gas, products and services obtained from Third Parties, salaries, social insurance contributions and insurance premiums. The Supplier informs the Client of these price increases in Writing.

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4. Payment

- 4.1. Depending on the provisions of the Contract, payment must be made within a period of either seven (7) or thirty (30) days starting on the day after the invoice date using one of the payment methods designated by the Supplier on the invoice.
- 4.2. All payment terms of the Supplier are final within the meaning of article 6:83 under a DCC. This means that if the payment term is exceeded, the Client is immediately – and without prior notice of default – in default and any claim the Supplier has for whatever reason against the Client becomes immediately due and payable.
- 4.3. The Client must pay the invoiced amount without any deduction, discount or setoff and the Client does not have the right to suspend a payment obligation it has with respect to the Supplier.
- 4.4. If the payment term of article 4.1 of these Conditions is exceeded, any discount provided to the Client is cancelled. In addition, the Client must pay an interest of 1.5% per month or part of a month on the outstanding amount for a period starting on the invoice's due date and ending on the day of payment in full of the outstanding amount. In addition to this, any judicial and extrajudicial costs to collect the amount due in case of overdue payment are at the expense of the Client. The extrajudicial costs are set at 185% of the principal amount, VAT included, with a minimum amount of €250, without prejudice to the Supplier's right to demand compensation of the actual costs incurred should they be higher.
- 4.5. If a Contract is entered into with multiple Clients, each Client is jointly and severally liable to the Supplier for the (payment) obligations arising from the Contract.
- 4.6. In case of liquidation, dissolution, bankruptcy or suspension of payment of the Client, all claims of the Supplier (regardless of the payment term) are immediately due and payable.
- 4.7. A complaint about an invoice must be submitted to the Supplier in Writing within a period of eight (8) Days starting on the day after the invoice date. When this period has expired, a complaint will not be attended to

and the Client forfeits its right to complain. A complaint with respect to an invoice does not prejudice the payment obligation of the Client of that invoice.

- 4.8. The Supplier is authorized, apart from the statutory settlement methods, to set off its claim on an debts to the Client and/or its affiliated companies against amounts which the Client and/or its affiliated companies, for whatever reason, owe or will owe to the Supplier at any time.

5. The execution of the Contract

- 5.1. The Supplier performs the Contract in accordance with professional standards and to the best of its ability. The provision of services by the Supplier is to be regarded as a best-efforts obligation.
- 5.2. In order to enable the Supplier to properly perform the Contract, the Client must always provide the Supplier with the facilities, data and information that are necessary or useful for the execution of the Contract accurately and on time. The Client guarantees that the data and information it has provided to the Supplier are correct, complete and reliable.
- 5.3. For the execution of the Contract, the Supplier is authorized to contract out the work to a Third Party, also on behalf and at the expense of the Client.
- 5.4. Drawings, technical descriptions, illustrations, colours and measurements and material indications are provided by the Supplier in good faith. However, this informative data is not binding. Deviations by the margins usual in the branch are to be accepted and shall not give the Client the right to replacement, repair, compensation, termination or any other right.

6. Delivery and delivery period

- 6.1. The Supplier delivers Ex Works (within the meaning of the latest Incoterms) at the Supplier's business address or at another place designated by the Supplier.
- 6.2. An agreed delivery period is not to be considered as final within the meaning of article 6:83 under a DCC. If a delivery period is exceeded or it becomes clear that a delivery period is to be exceeded, the Supplier notifies the Client on the estimated period with which

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the delivery period is extended. If a delivery period is exceeded, the Client does not have a right to compensation or termination, except in case of intent or gross negligence on the part of the Supplier.

- 6.3. If for the purpose of executing the Contract, the Supplier requires information or equipment that must be provided by the Client or performance of another obligation under the Contract that rests with the Client, the delivery period continues to the Day on which all the required information or equipment is in the possession of the Supplier or to the Day on which the Client has performed that obligation with respect to the Supplier or the delivery period is extended in accordance with the above.
- 6.4. The Product is considered to be delivered by it being used as well as by it being signed for receipt by a person receiving the shipping document or order receipt.
- 6.5. If the Client fails to accept the Products or fails to accept them on time, the Client is in default without a notice of default. In that case, the Supplier has the right to store the Products at the risk and expense of the Client. The Client continues to be obliged under the Contract to pay the amounts due plus interest and costs by way of compensation.
- 6.6. Carriage by the Supplier of the Products is always at the risk and expense of the Client.
- 6.7. The Supplier is authorized to execute the Contract in different deliveries.

7. Advance payment and security

- 7.1. The Supplier is always authorized to demand from the Client payment in advance or to demand any form of security, including but not limited to a right of pledge and a bank guarantee. If the Supplier requires security in the form of an (undisclosed) pledge, the Client undertakes to sign a deed creating a right of pledge.
- 7.2. If the Supplier does not receive the payments or security requested, the Supplier shall be entitled to suspend its obligations and, if the Client fails to comply after being summoned, terminate the Contract for the part not yet executed by a Written declaration and to claim damages from the Client. For the part of the Contract already executed, the Supplier

shall be entitled to invoice pro rata and the Client shall pay these invoices in accordance with the provisions of article 0 of these Conditions.

8. Complaint and guarantee

- 8.1. A complaint as regards a visible defect (quantitative or qualitative) in respect of the Products and/or Services must be made, by registered letter stating the details, without delay after the detection of the defect but not later than eight (8) Days after delivery of the Product and/or execution of the Services at the risk of forfeiture. A complaint as regards an invisible defect in respect of the Products and/or Services must be made, by registered letter stating the details, without delay after the detection of the defect but not later than eight (8) Days after the discovery of the defect at the risk of forfeiture.
- 8.2. Legal proceedings must be brought within a period of one (1) year after a timely complaint is made at the risk of forfeiture.
- 8.3. On condition that the complaint is made with good reason and in accordance with the stipulations of this article, the Supplier may choose to either replace the Products against no cost in return of the Products that turned out to be defective or to repair the Products concerned against no cost. The Supplier reserves the right to deliver similar Products and to make use of new or used parts. The Supplier has fully discharged its guarantee obligations under this article if it has provided one of the services referred to above.
- 8.4. If a complaint is not made for a good reason, the costs involved are at the expense of the Client.
- 8.5. Notwithstanding the other restrictions included in these Conditions, the Supplier guarantees for a period of two (2) years after delivery that the Products it has delivered are sound, that the construction it has used is sound, and that the quality of the used or supplied materials for the construction is sound, on condition that the construction and the choice of the materials were determined by the Supplier. If the Product was made by a Third Party, the Supplier's guarantee is limited to the guarantee issued by the Third Party to the Supplier.

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- 8.6. Not covered by the guarantee referred to in article 8.5 of these Conditions are, in any event, the Products that are not new at the time of delivery and defects arising as a result of incorrect information provided by the Client, changes made to the Products by a Third Party or the Client, the processing of the Products, the incorrect operation of the Products, incorrect aftercare or incorrect maintenance of the Products, including no aftercare or no maintenance and including the materials, improper or non-standard use of the Products, the use of the Products in motorsport activities, incorrect storage, wear and tear and carelessness, overloading of the Products, parts, modifications, adjustments and additions made to the Products by another party than the Supplier prior to or after the Contract, an accident and any other event not involving the Products.
- 8.7. The Supplier cannot be held liable for any defect caused by incorrect use of the Products or by acts, including in any event adjustments, modifications, assembly, repairs and transport of the Products, not carried out by the Supplier. The Supplier cannot be held liable either for any defects ensuing from an accident that cannot be attributed to the Supplier.
- 8.8. The Client may not derive any rights from the information and advice given by the Supplier that do not relate to the Contract or the Products.
- 8.9. The Client accepts that the recommendations and simulations from the Supplier are based on assumptions and therefore that they only approximate reality. The Supplier is not liable for any loss or damage as a result of the reality diverging from one of the assumptions.
- 9. Liability**
- 9.1. The Supplier is not liable for any loss or damage incurred by the Client or a Third Party, except insofar this loss or damage is a direct result of intent or deliberate recklessness on the part of the Supplier.
- 9.2. Furthermore, the Supplier shall not be liable for damage caused by or in the performance of the Contract by persons engaged by the Supplier. This exclusion also includes damage resulting from the intent or deliberate recklessness on the part of the persons engaged.
- 9.3. Notwithstanding the stipulations of the preceding subclauses, the Supplier is not liable in any event for any indirect loss, such as consequential loss, loss to delay, loss of profits or loss of turnover.
- 9.4. The liability on the part of the Supplier with respect to the Client is always limited to the amount to be paid out under the liability insurance policies of the Supplier. If for whatever reason the insurer does not proceed with payment, the liability on the part of the Supplier is limited to the amount not exceeding 15% of the invoice amount related to that part of the Contract from which the liability arises.
- 9.5. The Client indemnifies the Supplier against any Third Party claims that may be directly or indirectly related to the Products or the use of the Products and the Client compensates the Supplier for any damage or loss incurred by the Supplier on account of those claims.
- 10. Force majeure event Supplier**
- 10.1. If the Supplier is unable to meet its obligations with respect to the Client on account of a force majeure event, or if, on account of a force majeure event, the Supplier cannot reasonably be required to execute the Contract in whole or in part, the period within which the Supplier must meet its obligations is extended. In addition, in the event of a force majeure event, the Supplier shall have the right, without judicial intervention and at its own discretion, to suspend the performance of the Contract or to terminate the Contract in whole or in part. If the Supplier makes use of this competence to suspend or terminate, the Supplier shall inform the Client accordingly, but the Supplier shall not be liable to pay any penalty or damages.
- 10.2. If the Supplier has partially fulfilled its obligations prior to the invocation of suspension or termination (due to a force majeure event), the Supplier shall be entitled to invoice on a pro rata basis and the Client shall pay such invoices in accordance with the provisions of article 0 of these Conditions.
- 10.3. In addition to what is understood to be a force majeure event in the literature and case law,

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a force majeure event also means any situation beyond the control of the Supplier, such as but not limited to natural disasters, national emergency, terrorism, epidemics, pandemics, war, civil commotion, illness of the staff employed by the Supplier, strike actions, actions taken on the part of the government, machine failures or malfunctions, trade barriers, hindrances to transportation, inability to obtain any necessary import or export or other licences or the consent of any governmental authority, not being able to purchase the necessary raw materials, semi-manufactured products, equipment, fuel or transport, all this if such a situation occurs at the Supplier's business as well as at its own suppliers.

11. Intellectual property

- 11.1. All the intellectual property rights as regards the Products, the Documentation and the (content of the) website of the Supplier are exclusively vested in the Supplier and/or Third Parties. If the Supplier develops one or more Products by order of the Client, the intellectual property rights of these newly developed Products are vested in the Supplier. The Client acknowledges these rights and guarantees that it will refrain from any infringement of these rights.
- 11.2. Exclusively for the term of the Contract, the Client acquires a non-exclusive, non-transferable and revocable user right, in terms of both contract law and property law, on these intellectual property rights solely for the purposes arising from the Contract and on condition of full performance of its obligations under the Contract and these Conditions. The Client is not permitted to issue a license or a sublicense of this user right to a Third Party, unless agreed to otherwise in Writing.
- 11.3. The Client is not permitted to reproduce, disclose or communicate to a Third Party the Products and Documentation delivered by the Supplier without prior permission from the Supplier, unless insofar it is permitted to do so on the basis of the Contract's intended use.
- 11.4. The Supplier has the right to provide the Products with names, marks, figurative marks,

encoding or other signs for the purpose of being able to trace the origin of the Product.

- 11.5. The Supplier indemnifies the Client against any claims on the Products delivered or provided by the Supplier as regards claims based on an infringement of intellectual property rights that are valid in the Netherlands, on condition that the Client (a) immediately notifies the Supplier of the existence and the contents of the legal action; and (b) leaves the entire process as regards that legal action to the Supplier, which may involve an out-of-court settlement. To that end, the Client will fully cooperate to effect the necessary formalities and, if it turns out to be necessary, to allow the Supplier to defend the legal action in the name of the Client. This indemnification obligation is extinguished if the infringement is related to any changes the Client has made in the Products or has caused these changes to be made, and also if the Client violates these Conditions.
- 11.6. If a court finds in a final judgment that the Products of the Supplier infringe an intellectual property right that belongs to a Third Party, or the Supplier considers it very likely that such an infringement has occurred, the Supplier will see to it, where possible, that the Client can continue to use the delivered or provided Products, for instance by modifying the infringing components or by acquiring the user right for the Client. If at the sole opinion of the Supplier it is impossible to ensure for the Client the continued use of the delivered Product or this is only possible in a manner that is unreasonably onerous for the Supplier in financial as well as in other terms, the Supplier repossess the delivered Products against crediting the acquisition costs less a reasonable user fee. The Supplier will only make such decision after consultation with the Client. Any other or far-reaching liability or indemnification obligation on the part of the Supplier on account of infringing Third Party intellectual property rights is excluded.

12. Nondisclosure

- 12.1. The Client and its internal and external staff as well as the companies contracted by the Supplier and their internal and external staff are obliged to maintain secrecy about all the

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information of which the Client knows or should reasonably have known that it concerns confidential information and only to use that information for the performance of the Contract.

- 12.2. Confidential information includes in any event: personal data, information that is traceable to the Supplier's other clients, processes and the Supplier's company information and the intellectual property and other rights made available by the Supplier and which form the basis of the Products, such as designs, drafts, recommendations, simulations, models etc.
- 12.3. All confidential information referred to in this article 12 shall not be disclosed or reproduced by the Client except after obtaining the Supplier's Written permission.
- 12.4. If the Client violates any stipulation in this article, it must pay to the Supplier an immediately due and payable penalty of €25.000 (in words: twenty-five thousand euros) for each violation and without an additional default notice being required, notwithstanding the right of the Supplier to demand full compensation.

13. Transfer of rights and obligations

- 13.1. The Client does not have the right to assign, in whole or in part, this Contract or the rights and obligations under this Contract to a Third Party without the prior Written permission of the Supplier.
- 13.2. The Client shall not subcontract the performance of the obligations under the Contract to Third Parties, in whole or in part, without the prior Written permission of the Supplier.
- 13.3. Under all circumstances, the Client remains liable for the Contract entered into between the Supplier and the Client.
- 13.4. The Supplier has the right to transfer the right and obligations under a Contract to Third Parties. The Client gives its consent in advance to such (contract) takeover.

14. Suspension and termination

- 14.1. If the Client fails to fulfil any of its obligations with respect to the Supplier or if the Supplier expects on reasonable grounds that the Client is going to fail to fulfil any of its obligations

with respect to the Supplier, the Supplier has the right to suspend further performance of its obligations under the Contract through a notification in Writing without the Supplier being obliged to pay any compensation, this without prejudice to its other rights. In these cases, any claim the Supplier has against the Client is immediately due and payable in full.

14.2. In the event that:

- the Client is to be declared bankrupt, is admitted to the statutory debt restructuring scheme for natural persons, applies for bankruptcy or suspension of payments or for admission to the statutory debt restructuring scheme for natural persons;
- the Client assigns its assets or if the Client's assets or part of them are attached;
- the Client is placed under guardianship or loses otherwise full or partial power of disposal of its assets;
- the Client discontinues or transfers its business or a part thereof, including bringing its business into an existing company or into a company yet to be formed or to change its business objective;
- the Client dies;
- the Client fails to comply with any of its obligations under the law, the Contract or the Conditions properly, in full and on time,

the Supplier has the right to terminate the Contract, in full or in part, with immediate effect without a notice of default or judicial intervention, through a notification in Writing without the Supplier being obliged to pay any compensation, this without prejudice to its other rights.

15. Retention of title

- 15.1. The ownership of the Products delivered to the Supplier will only then pass on to the Client after the Client has paid in full all that which the Client owes the Supplier under any Contract or otherwise.
- 15.2. If and for as long the Supplier is the owner of the Products, the Client does not have the right to sell it, lease or grant the use of it, the create a right of pledge on it or to encumber

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- it otherwise, other than as part of its normal business operations. The Supplier acquires an undisclosed pledge pursuant to article 3:239 DCC on all claims that the Client acquires against its customers as a result of the resale of the Products.
- 15.3. In the event that the Client fails to comply with its financial or other obligations in time, the Supplier shall be entitled to repossess those Products supplied subject to retention of title immediately without prior notice of default.
- 15.4. The Client is obliged to keep the Products delivered under retention of title with due care and as recognizable property of the Supplier.
- 15.5. The Client is obliged to insure and to keep insured the goods delivered to the Client under retention of title against loss, damage and theft and to allow inspection of the policy documents at the immediate demand of the Supplier.
- 15.6. In so far as retention of title to any Products supplied by the Supplier is extinguished due to specification, accession or otherwise, the Supplier shall retain entitlement to any newly created asset being encumbered with a non-possessory pledge in favour of it. The Client shall be required to render every assistance for the purpose of encumbering it with such a non-possessory pledge when first requested to do so by the Supplier.
- 15.7. If and for as long the Supplier is the owner of the Products, the Client immediately notifies the Supplier when the Products or a part of the Products is seized or is in danger of being seized or when a claim is made to these Products or part of the Products. The Client must also point out to the Third Party the rights of the Supplier, including its right of ownership.
- 16. Processing of personal data**
- 16.1. The Supplier processes personal data of the Client in accordance with applicable law.
- 17. Disputes and applicable law**
- 17.1. The laws of the Netherlands apply exclusively to these Conditions as well as the Contract. The applicability of the Vienna Sales Convention (CISG) as well as title 1 of book 7 DCC is hereby explicitly excluded.
- 17.2. In case the Contract is entered into with a Client based within the European Union, any dispute that may arise in connection with the Contract or these Conditions shall be exclusively settled by the competent court of the District Court of Oost-Brabant having its seat in 's-Hertogenbosch.
- 17.3. In case the Contract is entered into with a Client based outside the European Union, any dispute that may arise in connection with the Contract or these Conditions shall be exclusively settled in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitral tribunal shall comprise of one (1) arbitrator. The arbitrator shall be appointed in accordance with the procedure laid down at that time in the Rules of Arbitration of the International Chamber of Commerce. The arbitral proceedings (including the award) shall be conducted in the English language.
