

# General Terms & Conditions TENNON GCPA

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## 1. ApplicabilityÂ

1. These general terms & conditions apply to - and are an integral part of- every offer, quotation and agreement relating to Tennon Golf Car Parts & Accessories, located at Zeewolde, to be referred to as 'user', deliver products of any kind, unless expressly agreed otherwise in writing.
2. In these general terms & conditions, 'the customer' means: every (legal) person who orders and/or buy goods from or through a user.
3. These conditions can only be deviated from if parties have expressly agreed in writing.

## 2. Establishment and amendment agreementÂ

1. Tennon sells exclusively to resellers. The VAT number must be submitted for inspection.
2. All offers and quotations made by the user in any form whatsoever are without obligation unless a term for acceptance is included in the offer. First an agreement is concluded by written (order)confirmation from the user or by actual execution by the user.
3. All indications in offers, quotations or agreements and the appendices thereto, such as illustrations, drawings, measurements, weights, colours and yields, and in addition the properties of any test materials that have been submitted only serve as an indication. Minor deviations are therefore not for the account or risk of the user.

Apparent errors or mistakes in the offers of user release it from the duty of fulfilment and/or possible obligations to pay damages resulting from this, also after the conclusion of agreement.

## 3. Execution of the agreementÂ

1. Delivery takes place according to the applicable Incoterm: Ex Works. If the customer refuses delivery at the agreed time, or fails to provide information or instructions necessary for delivery, the user is entitled to store the products at the expense and risk of the customer.
2. Goods are deemed to have been delivered, as soon as the user has informed the customer that the items, whether or not yet to be assembled in whole or in part, are ready to be sent to the customer or to a third party on behalf of the customer. From the moment of delivery the delivered goods are at the risk of the customer.
3. If the parties expressly agree that the user takes care of the transport of the products, both the costs and the risk of loss or damage during transport are at the expense of the customer.
4. The declaration of delivery periods in offers, quotations, agreements or otherwise is always done by the user to the best of his knowledge and these terms will be observed as much as possible, but they are not binding.

## 4. PricesÂ

1. All prices are in euros and are exclusive of sales tax and other levies imposed by the government. Any special extra costs related to the import and/or customs clearance of goods to be delivered by the user to the customer are not included in the price and are therefore payable by the customer.
2. The amounts shown in the offers of users are based on the prices, wages, taxes and other factors relevant to the price level during the offer. If after the (order)confirmation changes in one or more of the aforementioned factors, the user is entitled to adjust the agreed price accordingly. If, pursuant to the present provision, the price is increased, and the increase amounts to more than 10% of the total agreed amount, the customer has the right to dissolve the agreement in writing within eight days after it has been or become aware of the price increase.

## 5. PaymentÂ

1. Payment must take place on the invoice date. The customer is not entitled to set off any claim on the user against the amounts charged by the user.
2. User always has the right to deliver or invoice delivered goods per partial delivery.
3. Payment is made by transfer to a bank account designated by the user. The user always has the right demand security for the payment or advance payment both before and after the conclusion of the agreement, such as suspension of the execution of the agreement by the user, until the security has been provided and/or the advance payment has been received by the user. If payment in advance would be refused, the user is entitled to dissolve the agreement and the customer is liable for the damage resulting therefrom for the user.
4. The user is entitled to suspend the delivery of products that it holds for the customer in connection of the agreed work until all payments due to the user have been made.
5. If payment does not take place on time, the customer is legally in default without a notice of default being required. The customer owes legal interest to the user from that moment as referred to in Article 6:119a of the Dutch Civil Code.
6. In the event that no payment has yet been received after the expiration of a further payment term set by a written notice, the customer shall owe a penalty equal to 10% of the principal sum due to the user including VAT, regardless of whether the user has incurred extrajudicial collection costs and without prejudice the right of the user to claim compensation.

Notwithstanding the other rights of the user under this article, the customer is obliged to the user to compensate the collection costs that the user had to make and which go beyond sending a single summons or only doing a not accepting proposal to gather simple information or to compile the file in the usual way. These costs are determined on the basis of the guidelines applicable at the time at courts in the Netherlands.

The applicability of article 6:92 Dutch Civil Code is excluded with regard to the penalty clause included in this article.

## **6. Guarantee**

1. If the user gives a guarantee to the customer with regard to the work or products it has delivered or to deliver, it will expressly make this known to the customer in writing. In the absence of such express written notice, the customer cannot invoke the warranty, without prejudice to his legal rights arising from mandatory provisions.
2. If an appeal to the customer's guarantee would be well-founded, the user will restore the products to be delivered to the choice of the user or deliver them as agreed, unless this would have become demonstrably pointless to the customer. If the user informs the customer to repair, the customer will return the delivered products to the user at its expense and risk.
3. Any warranty obligations of the user lapse if faults, defects or imperfections with respect to those goods are the result of incorrect, careless or incompetent use or management of delivered goods by the customer or third parties engaged by the customer or if they are the result of one of external causes such as fire or water damage, or if the customer or a third party has made changes to the goods delivered by the user without permission from the user.

## **7. Complaints**

1. Any complaints about a product delivered by the user must be communicated to the user in writing and with motivation by the customer. If 7 days after delivery of the products have expired, the customer can no longer be justified, unless the defect at the time of delivery would not have been perceptible in a careful and timely inspection. In that case, the customer must notify the defect in writing and motivated of the defect within 7 days after the defect has become known to the customer or could be known.
2. Without prior written consent, the user is not obligated to accept returns from the customer. The receipt of return shipments does not imply any acknowledgment by the user of the ground for return as stated by the customer. The risk with regard to returned products remains with the customer until the products have been credited by the user.
3. If the customer invokes an agreed upon guarantee arrangement but the appeal proves unjustified then user has the right to charge the customer for the activities and costs of research and repair that have resulted from this appeal in accordance with its usual rates, with a minimum of €100,00.

## **8. Reservation of ownership**

1. All products delivered and to deliver by the user remain the property of the user under all circumstances, as long as the customer has any claim from the user, including in any case the purchase price, extrajudicial costs, interest, fines and any other claims as referred to in article 3:92, Paragraph 2 of the Dutch Civil Code has not been met.
2. The customer is obliged to keep the products delivered subject to retention of title with the necessary care and as recognizable property of the user.
3. The customer is not authorized to pledge the products delivered subject to retention of title to third parties, to encumber them in whole or in part, provided that such transfer is carried out for the usual business activities of the customer, as long as the ownership thereof has not been transferred to them.
4. If the customer fails to fulfil his payment obligations towards the user or the user has good grounds to fear that the customer will fall short in these obligations, the user is entitled to take back the goods delivered under retention of title. The customer shall cooperate and grant the user free access at all times to its grounds and/or buildings for inspecting the goods and/or exercising the rights of the user. After collection the customer will be credited for the market value, which in no case can be higher than the original price that the customer had agreed with the user, reduced by the costs incurred by the user from the repossession.

## **9. Dissolution and termination**

1. The customer is deemed to be in default if he does not fulfil any obligation from the agreement in time, as well as if the customer does not comply with a written warning to fully comply within a reasonable time.
2. In the event of default by the customer, the user is entitled without any obligation to pay damages, and without prejudice to the rights accruing to him, to dissolve the agreement in whole or in part by means of a written notice to the customer and/or the amount owed by the customer to the user, immediately claim the entire amount and/or invoke the retention of title.
3. User is entitled to dissolve the agreement with immediate effect if the customer applies for a moratorium or bankruptcy or is applied for a seizure is imposed on all or parts of its assets. In that case, all invoiced amounts will become immediately due and payable. User will never be held to pay any compensation because of this termination.

## **10. Ascendancy**

1. User is not liable if a shortcoming is the result of force majeure. During the period of force majeure, the obligations of the user will be suspended. If the period in which fulfilment of the obligations by the user is not possible due to force majeure lasts longer than three months, both parties are entitled to dissolve the agreement without judicial intervention, without any obligation to pay compensation.
2. The term 'force majeure' as referred to in this article is understood in any case to mean unforeseen circumstances, also

of an economic nature, which have arisen out of the guilt or actions of the user, such as, among other things, serious disruption in the company, forced reduction of production, strikes and exclusions, both at user and at supply companies, war, hostilities, state of siege, mobilization, either in the Netherlands or in any other country where any branch of the user or of subcontractors are established, delays in transport or delayed or faulty delivery of goods or materials or parts by third parties including user supply companies.

3. If the user has already partially fulfilled its obligations upon the occurrence of force majeure, or can only partially fulfil its obligations, it is entitled to separate the already delivered or the deliverable part separately to invoice and the customer is obliged to pay this invoice as if it concerned a separate agreement.

#### **11. Liability**

1. The user is only liable for damage the customer suffers, if and insofar as this damage is the direct result of intent or deliberate recklessness of the user's supervisors.
2. The total liability of the user shall in all cases be limited to compensation for direct damage, whereby the total amount to be paid by the user to the customer on account of any cancellation obligations and compensation of damage will never amount to more than the amount of the amount for that agreement agreed price (excluding VAT).
3. The user is not liable for damage, if and insofar as the customer has insured itself against the relevant damage or could reasonably have insured it.

#### **12. Disputes and applicable law**

1. If there is a lack of clarity regarding the interpretation of one of more provisions of these general terms and conditions then the interpretation of the provision(s) must take place 'in the spirit' of these general terms and conditions.
2. Dutch law applies to an agreement concluded with the user. Foreign legislation and treaties including the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Sales Convention) is excluded. Any disputes relating to this agreement or arising from this agreement will in the first instance be settled by the competent court in the district in which the user is established at the time of concluding this agreement.

#### **13. Identity of the entrepreneur**

1. *Tennon is registered by the Chamber of Commerce under number 30124718. Marconiweg 5, 3899 BR, Zeewolde, The Netherlands. VAT number: NL803404062B01.*