

General conditions of sales and warranty for Tripod Mobility B.V.

1 Entering agreements for supplying a conversion and/or modifications of a vehicle

- 1.1 These conditions apply to all our offers and agreements for the supply of products and/or services, unless specifically agreed upon otherwise in writing.
- 1.2 All our prices exclude sales tax, unless specifically agreed upon otherwise.
- 1.3 All quotes and offers by TRIPOD are non-committal. If after reaching the agreement, but before delivery any increase of price-determining factors should occur, this will not influence the agreed upon price, as long as this increase occurs within three months after the agreement was reached. If an increase in price-determining factors occurs more than 3 months after the agreement was reached, the additional costs will be added at the expense of the buyer. Modifications of, or derogations from, the agreement will only be valid if these have been agreed upon in writing or verbally between seller and buyer. Should these changes lead to an increase or decrease of costs, a subsequent revision of the sales price must first be agreed upon by both parties. In default of an agreement over the revision of the price, parties are considered to be in dispute, which is subject to article 7 of these general terms of sales and warranty.
- 1.4 If the client fully or partly cancels the order, client is liable to reimburse all expenses that TRIPOD reasonably made to carry out the order, as well as all other damages that result from the cancellation.

2 Execution of an order

- 2.1 All deliveries are considered to take place in Nuenen. Agreed upon terms of delivery will be met as much as possible, but are not binding. In case of changing circumstances or changes to an existing order, the agreed upon delivery terms may be exceeded. Such an exceedance shall never entitle the client to compensation, termination of the contract or non-fulfillment of any obligations that result from the contract concerned. In case of excessive exceedance of the delivery period, as to be determined by TRIPOD, TRIPOD shall enter into deliberations with contractor.
- 2.2 Regardless of agreed upon conditions of payment, TRIPOD is entitled to require assurance of payment prior to delivery and is entitled to cancel execution of the agreement if such assurance is not provided.
- 2.3 Even though TRIPOD is always willing to consider a request for changes, additions and corrections to the agreed upon work and/or deliveries, it is never obligated to honor such a request.
- 2.4 In case a non-attributable defect delays or impedes the execution of the contract, TRIPOD has the right to cancel the contract, without any obligation to compensate the contractor for damages.
- 2.5 In no way can TRIPOD be held liable for damages associated with supplied products and services, which occur at the contractor and/or third parties, unless the suffered damages are a direct result of gross negligence during the execution of the agreement.
- 2.6 Replaced or removed materials will only be made available to the contractor if such has expressly been requested upon entering the agreement and has been confirmed in writing. In all other cases these materials become the property of TRIPOD, without any obligation to compensate the contractor.
- 2.7 Upon delivery in Nuenen, ownership of and liability for the product will transfer to the buyer, with the exception of circumstances stated in 2.2 and 2.4

3 Warranty

- 3.1 TRIPOD gives a warranty of 24 months after date of invoice on all supplied parts and executed work by TRIPOD.
- 3.2 The warranty only covers the repair costs of a possible defect.
- 3.3 Only TRIPOD can assess in which manner the warranty claims will be handled. Warranty is conditional on return shipment of the defective part or parts, unless TRIPOD is satisfied with the submitted description of the concerned defect.
- 3.4 In case of repair by a third party, reimbursement of the costs involved will be determined by the prices for parts and labor as employed by TRIPOD.
- 3.5 Any warranty claim is voided if a third party has performed work on, or associated with, the conversion and/or modifications that were executed by TRIPOD without express consent by TRIPOD, unless there was a demonstrable necessity for immediate repair.

4 Payment

- 4.1 Upon entering an agreement for delivery of a conversion and/or modifications of a vehicle, TRIPOD can require a down payment of a percentage to be determined by TRIPOD. Said percentage cannot exceed 50%. The remaining amount will be paid upon delivery, unless otherwise agreed upon in writing.
- 4.2 All payments must be performed at the TRIPOD offices or on a bank or postal account to be determined by TRIPOD.
- 4.3 Payment shall be performed in cash, unless otherwise agreed upon, but nonetheless within 30 days after date of invoice.
- 4.4 Without explicit written permission by TRIPOD, its contract partner is not permitted by any means to compensate its payment obligation with a claim on TRIPOD.
- 4.5 Changes of any nature to the original order made by or on behalf of the contractor, which lead to higher costs than could be estimated in the original price quote, will be additionally charged to the contractor.
- 4.6 Until the contractor fulfills all payments to TRIPOD, the latter retains full ownership of all delivered goods, such as assurance of all payments due without exception. Furthermore, in case of non- or partial payment, TRIPOD retains the express right to repossess the delivered goods from the contractor.
- 4.7 Non- payment, late payment, non-performance or insufficient performance of any obligation that rests on the contractor shall deem the contractor legally in default and entitles TRIPOD, without notice of default, to charge contractor 1.5% interest monthly on the entire payable amount from the due date, without prejudice to other rights that TRIPOD is due, including the right of redress from the contractor for all costs to recover the claim, both judicial and extrajudicial collection costs, the latter for at least 10% of the amount due with a minimum of €250.00.
- 4.8 TRIPOD will only process reclamations that are submitted in writing within 14 days after the contractor has discovered or could have discovered the defect, in default of which the reclamation right is voided. If reclamation was timely and the delivered goods do not meet the agreement, TRIPOD will, after the goods are returned, provide for redelivery free of charge. TRIPOD is not bound to any further obligations, specifically not to payment of compensation.

5 Dissolution

If the contractor fails to properly or timely meet any obligation resulting from this or any other agreement with TRIPOD, as well as in case of abolition or bankruptcy of contracting entities, suspension of payment, cessation or liquidation of contractor's company, the contractor shall be deemed to be legally in default and TRIPOD has the right, without notice of default or judicial intervention, to fully or partly rescind the agreement, at its discretion, without being liable for any compensation or warranty, without prejudice to other rights that TRIPOD is due. In these cases any claim that TRIPOD has or obtains is immediately and fully due.

6 Applicable Law

This agreement is subject to Dutch law. The Vienna Sales Convention (Convention of United Nations on international sales contracts, Vienna April 11 1980, Treaty Bulletin 1981, 184 and 1986, 61) does not apply to this agreement.

7 Disputes

- 7.1 All disputes that may arise between parties as a result of their agreement or additional agreements and other acts in connection with the agreement concerned like for instance, but not exclusively, torts, undue payments and unjust enrichments, shall be settled by the Court of 's-Hertogenbosch, the Netherlands, except if mandatory rules of competence preclude such.
- 7.2 A dispute is considered to be a dispute as soon as one of the parties claims such in writing.