



DAF Trucks N.V.

Hugo van der Goeslaan 1
P.O. Box 90065
5600 PT Eindhoven
The Netherlands
www.daf.com
Chamber of Commerce Brabant
Nr: 17078445

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1. General, Definitions

1.1 Application.

These general terms and conditions (hereinafter: "General Terms") shall apply to the formation and conclusion of any agreement pursuant to which DAF sells vehicles, spare parts or any other product. These General Terms will, where suitable by analogy, also apply to any agreement by which DAF provides services.

1.2 DAF.

DAF Trucks N.V., based in Eindhoven, The Netherlands.

1.3 Buyer, Contract

DAF's contracting party with respect to agreements referred to under 1.1 will in these General Terms be referred to as "the Buyer" and the agreement with the Buyer as "the Contract"

1.4 Trade Terms.

Any references made to trade terms (such as EXW, CIP, etc.) are deemed to be made to the relevant term of the Incoterms published by the International Chamber of Commerce (ICC).

1.5 ICC Publications.

Any reference made to a publication of the ICC is deemed to be made to the version current at the date of conclusion of the Contract.

1.6 PACCAR.

PACCAR Inc., based in Bellevue, Washington, U.S.A.

1.7 PACCAR Affiliates.

Any legal entity in which PACCAR holds, directly or indirectly, at least 50% of the shares or voting rights.

2. Formation of Contracts

2.1 Quotations.

All quotations, offers and all proposals made by DAF to conclude a Contract, whether addressed to specific customers or not, can be revoked at any time and are to be considered to be invitations to Buyer to make an offer.

2.2 Order confirmation.

A contract of sale of vehicles to which DAF is a party, will only be considered to be concluded at the time and to the extent to which DAF has assented to this contract by means of a specified order confirmation or other similar document containing all the material terms of the contract. With respect to spare parts and accessories

sold by DAF, a contract of sales shall be concluded by DAF's acceptance of an order, which may be in the form of the shipment of the goods ordered.

2.3 Acceptance of DAF's General Terms.

All Buyer's offers to DAF to enter into a sales agreement and all Buyer's expressions of acceptance of an offer made by DAF, will be deemed to include Buyer's assent to the exclusive application of these General Terms to the Contract.

2.4 Battle of Forms.

The general terms of Buyer shall not apply to the Contract. Any standard terms that will be added to or will deviate from these General Terms, will only apply when

- Buyer's offer or acceptance clearly states in writing that it is conditioned on DAF consenting to the additional or deviating standard terms contained or referred to in Buyer's offer or expression of acceptance, and
- DAF unconditionally consented to the application of the relevant terms in writing. The performance of the Contract by DAF will, in isolation, not be deemed to be such an acceptance.

2.5 Electronic communications.

In the event the parties to the Contract have communicated by means of electronic data transfer, the content of these communications will be evidenced by means of the data stored on DAF's systems.

3. Specification of the products

3.1 Catalogues.

It is agreed that any information provided by DAF relating to the products and their use, such as weights, dimensions, capacities, performance, prices, colours and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price lists, written or oral representations or presented by prototypes, mock ups or demonstration models, shall not take effects as terms of the Contract unless this has been expressly agreed in the Contract.

3.2 IPR's.

All intellectual property rights in respect of the products sold under the Contract shall vest in DAF. Without DAF's prior written permission, Buyer shall not reproduce, publish or imitate the products in whole or in part. Buyer may sell the products purchased from DAF to third parties only under the brand, logo, trade name and

specifications under which the products were delivered by DAF to Buyer. Buyer may not change the technical configuration or quality of the products it purchased from DAF, including their labelling, imprints and instructions. The Contract does not contain any transfer of or license to any intellectual property rights or know how relating to the products or the drawings, documents or software which may have made available to Buyer.

3.3 Modifications of the specifications.

DAF is authorised to modify the specifications or the design of products ordered and to deliver products in conformity with such modified specifications or design, provided that the products are designed for the same purpose as the products ordered and are not essentially different. DAF is also authorised to modify the specifications or design if, due to a lack of materials or any other similar cause, it is unable to meet the standard specifications or special specifications agreed with the Buyer. In the aforementioned cases DAF shall have duly fulfilled its obligation to deliver conforming products by delivering the products thus modified.

4. Price

4.1 No price agreed.

If no price has been agreed, the DAF's list price current at the time of the conclusion of the Contract shall apply.

4.2 Denomination price.

Unless otherwise indicated, all prices and amounts agreed upon between the parties are in Euros.

4.3 VAT, Transportation Costs.

Unless otherwise agreed in writing, the price does not include value added tax (VAT) or any taxation due because of the sale of the product and does not include the cost of transportation, packaging, insurance or import or export formalities. These shall be for the account of Buyer.

4.4 Later VAT charges.

In the event VAT or similar taxes are levied over the sales of the products to Buyer although DAF considered this to be a transaction over which no VAT or taxes were due (e.g. in the event of EU intracommunity delivery), DAF will be entitled to charge the VAT and taxes to Buyer in addition to any additional charges and fines, without DAF being obliged to protest against such VAT, taxes or additional charges and fines.

4.5 In- and excluded in price.

The price indicated in the Contract includes any costs which are for DAF's account according to the Contract or these General Terms. However, should DAF bear any costs which, according to the Contract, are for the Buyer's account (e.g. for transportation or insurance under EXW or FCA) such sums shall not be considered as having been included in the agreed price and shall be reimbursed to DAF by the Buyer.

5. Payment conditions

5.1 Payment.

Unless otherwise agreed in writing, the price for products sold shall be payable immediately upon delivery of the product. The amounts due shall be transferred by teletransmission to DAF's bank and Buyer shall be deemed to have performed his payment obligations when the respective sums due have been received by DAF's bank in immediately available funds. Any shortfall in the performance of

this obligation shall be a fundamental breach of contract on the part of Buyer. All cost related to the method of payment shall be for the account of the Buyer.

5.2 Advance Payment.

DAF shall, irrespective of any payment terms agreed upon, at any time be entitled to require full or partial advance payment of the

price for its products or services at a date indicated by DAF and to suspend the related production or delivery until this advance payment has been received. Without further indication, it will be assumed that such advance payment refers to the full contract price and that the advance payment must be received by DAF in immediately available funds at least 30 days before the agreed date of delivery or the earliest date of the agreed delivery period. If DAF has requested the advance payment of part of the contract price, the payment conditions of the remaining amount will be determined according to the rules set forth in this article 5.

5.3 Documentary Credit.

If parties have agreed on payment by documentary credit, then, unless otherwise agreed, the Buyer must arrange for a irrevocable documentary credit in favour of DAF on conditions approved by DAF and confirmed and payable by a bank designated by DAF. This documentary credit shall be subject to the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce and shall be notified to DAF at least 30 days before the agreed date of delivery or at least 30 days before the earliest date within the agreed delivery period, if such a period has been agreed. Unless otherwise agreed, the documentary credit shall be payable at sight and allow partial shipments and transshipments.

5.4 Documentary Collection.

If the parties have agreed on payment by documentary collection, then, unless otherwise agreed, documents will be tendered against payment (D/P) and the tender will in any case be subject to the Uniform Rules for Collections published by the International Chamber of Commerce.

5.5 Securities, Bank Guarantee, Letter of Credit.

At DAF's first request, Buyer will provide security, whether or not additional, to secure its payment obligations to DAF. To the extent parties have agreed that payment is to be backed by a irrevocable bank guarantee or a standby letter of credit, the Buyer is to provide such a guarantee or L/C from a bank and on conditions approved by DAF, issued at least 30 days before the agreed date of delivery or at least 30 days before the earliest date within the agreed delivery period. The bank guarantee and L/C will be subject to the Uniform Rules for Demand Guarantees published by the International Chamber of Commerce or to such Rules of the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce, in either case.

5.6 Setoff.

All amounts due under the Contract to be paid by the Buyer to DAF shall be paid in full and without any deduction under whatever title and Buyer shall not be entitled to assert any credit setoff or counterclaim against DAF in order to justify withholding payment of any such amount in whole or part. DAF will be entitled to offset amounts due by DAF to the Buyer against amounts due by the Buyer to DAF or any other PACCAR's Affiliates.

5.7 Order of settlement outstanding amounts.

Payments received by DAF from Buyer shall settle the amounts due by Buyers pursuant to the Contract and these General terms in order of outstanding debt collection costs, interest charges and the principle amounts due, irrespective of any different order indicated by Buyer

5.8 Immediately payable.

Any amounts which the Buyer owes DAF under the Contract shall become immediately due and payable in full if:

- the Buyer has failed to make a timely payment to DAF or any of PACCAR's Affiliates;
- the Buyer has applied for or has been granted suspension of payments or goes bankrupt or when a similar situation occurs under the laws of the country in which the Buyer is established;
- the Buyer has stopped or transferred his enterprise or part(s) thereof.

6. Delayed payment

6.1 Delayed payment interest.

If Buyer does not pay a sum of money when this falls due, DAF is entitled to interest upon that sum from the time when payment is due to the time of payment.

6.2 Interest rate.

Unless otherwise agreed, the rate of late payment interest referred to in article 6.1 shall be 2% above the three month LIBOR interest rate prevailing for the currency of payment at the date the payment was first due, or where no such rate is published, the rate for prime borrowers in the currency of payment at the place of payment. In the absence of either rates, the rate of interest shall be the appropriate late payment interest rate fixed by the law of the country of the currency of payment.

6.3 Delivery to another customer.

In addition, DAF shall in the event of any overdue payment, have the right to deliver the products intended for the Buyer to another customer without the Buyer being released from the Contract as a result thereof. As soon as DAF will have received the arrears, a new delivery period shall apply as will at that time be usual for new orders.

6.4 Cancellation Contract.

If after a demand notice sent to Buyer, a payment still has not been received within a period determined by DAF to its sole discretion, DAF shall be entitled to cancel the Contract with immediate effect, either in whole or in part, without prejudice to DAF's other rights. The same applies if DAF has not timely received the advance payment, documentary credit, securities, bank guarantee or letter of credit in accordance with the relevant articles in these General Terms.

6.5 Debt collection costs.

All costs, both extrajudicial and judicial (including the costs of legal assistance), incurred by DAF in the process of the collection of the amounts due by Buyer pursuant to the Contract, shall be for the account of the Buyer and shall be reimbursed to DAF. The extrajudicial costs shall amount to at least 15% of the amount due, subject to a minimum of EUR 1.000,00.

7. Retention of title

7.1 Transfer of ownerships title.

The ownership of all the products shall remain the sole and absolute ownership of DAF until such time as the Buyer shall have paid in full to DAF the agreed price for the products, all costs for services rendered in relation to these products, as well as all interest and collection costs due, all liquidated damages in the case of default, and, in addition, all other amounts to that are payable or will, at a future point in time, become payable to DAF pursuant to any other existing or future agreement between DAF and Buyer pertaining to the sale of the same or similar products and/or services.

7.2 Local Law re Retention of Title.

The law in the country in which the products are located will govern the law of property aspects of the retention of title stipulated in article 7.1. If this law does not permit the enforcement of a reservation of ownership by DAF as stipulated in article 7.1, DAF shall have the rights of a similar purport as the agreed retention of ownership, to the fullest extent possible under the applicable law.

7.3 Resale, Incorporation in Other Product.

In the event Buyer resells the products or incorporates these in any other product before Buyer has acquired ownership of the products in accordance with article 7.1, Buyer will be deemed to do so on behalf of DAF, as DAF's representative.

7.4 Storage, Insurance, Repossession.

Until the Buyer becomes the owner of the products:

- a. Buyer shall store these in his premises separately from his own goods or the goods of any other person and shall identify these as the property of DAF and preserve all labels, identifying marks and stock records identifying them as the property of DAF, and
- b. Buyer shall, to the satisfaction of DAF, insure the products against loss, theft and damage, and
- c. DAF shall have absolute authority to retake, sell or otherwise dispose of, or transport to a location for safekeeping determined by DAF, all any or part of the products in which title remains vested in DAF, without the Buyer being released from the Contract as a result thereof.
- d. For the purpose specified in c. above, DAF or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the products are stored or kept, or are reasonably believed to be so.
- e. Buyer irrevocably consents to fully cooperate with DAF and enable DAF to exercise its rights under c. and d in all practical aspects, in particular by doing everything that is necessary or useful to give DAF free access to the products and to allow the transportation of the goods to a location to be determined by DAF.
- f. The Buyer shall not assign, pledge, let or otherwise dispose of any product or enter into any agreement by which the products are subjected to any security right or right to surrender the products.

8. Trade terms, Delivery

8.1 EXW.

Unless otherwise agreed, delivery shall be "Ex Works" (EXW) DAF Eindhoven, The Netherlands, or EXW such other production location as shall be agreed by the parties.

8.2 Cooperation by Buyer.

Buyer shall be obliged to take delivery of the products he bought and to do all the acts which can reasonably be expected of Buyer in order to enable DAF to make the delivery and to provide the Buyer with the factual possession of the products. In the event the Buyer breached this obligation, the risk in the products shall, irrespective of what trade term applies, pass to the Buyer and all costs incurred by DAF in view of or in connection with the delivery, as well as any further costs of transport, safekeeping and storage shall be borne by the Buyer.

8.3 Partial deliveries.

DAF shall be entitled to make partial deliveries and to invoice each delivery.

8.4 Conditional on Letter of Credit, advance payments securities

If payment by the Buyer is to be made by letter of credit, the delivery period shall begin to run on the date on which the bank has advised DAF that the letter of credit has been opened in accordance with DAF's requirements, unless explicitly agreed otherwise in writing. If the Buyer must make an advance payment or give security for the payment of the purchase price or if the Buyer must furnish information and/or materials or parts required for the execution of the work, then the agreed delivery period shall not begin to run until such payment has been received in full, the required security has been given or the information and/or materials or parts have been furnished in full, respectively.

9. Late delivery, non-delivery, remedies

9.1 Estimates only.

Unless expressly agreed otherwise in writing, delivery dates and delivery periods will always only be deemed to be estimates and never be or construed to be absolute deadlines or an undertaking to deliver a specific number of products within a specific period.

9.2 Suspension of delivery.

DAF will be entitled to suspend the production or delivery of products and services, in the event there are, to DAF's sole discretion, reasonable grounds to doubt whether Buyer is able or willing to fully and timely fulfil its payment obligations.

9.3 Late delivery.

In the event DAF has in the Contract consented to an express obligation to deliver the products at an agreed firm date of delivery or within an agreed firm period of delivery, and has not honoured this obligation, Buyer will notify DAF of this in writing. DAF will only be deemed not to have fulfilled its delivery obligations pursuant to the Contract if DAF has failed to as yet deliver the product to Buyer within a reasonable period of grace after receipt of Buyer's notification. This period will in no event be shorter than four weeks.

9.4 Compensation.

DAF shall only be obliged to compensate Buyer for late delivery if this has been expressly agreed with DAF in writing. The Buyer will in case of such an express obligation be entitled to claim liquidated damages equal to 0.25% of the price of those products for each complete week of delay starting as of the end of the period of grace referred to in article 9.3. The liquidated damages for delay shall not exceed 2.5% of the price of the products ordered or such other maximum amount as may be agreed.

9.5 Termination based on non-delivery.

The Contract may not be cancelled, rescinded, avoided or otherwise terminated by the Buyer, unless DAF will not have delivered the products by the date on which the Buyer has become entitled to the maximum amount of the liquidated damages under article 9.4 and the Buyer has given notice to inform DAF of its intention to terminate the Contract, if the products have not been delivered to Buyer within 5 days of receipt of such notice by DAF. In such a case the Contract may be cancelled only if and to the extent to which the Buyer cannot reasonably be expected to accept any further delay in delivery.

9.6 Compensation after termination.

In case of termination of the Contract pursuant to article 9.5, then, in addition to any amount paid or payable under article 9.4, the Buyer is entitled to claim damages for any additional loss not exceeding 2.5% of the price of the non-delivered goods.

9.7 Delay in transportation.

If DAF has undertaken to arrange for the transport of the products, but due to force majeure no means of transport are available to ensure the timely delivery of the products at the place of delivery, then the parties shall in common consultation seek a solution that is acceptable to both DAF and the Buyer. If no such solution presents itself within a reasonable period, DAF shall have the right to suspend delivery or to store products in a warehouse not managed by DAF and not forming part of its plant, at the Buyer's expense and risk.

9.8 Sole remedy.

The remedies under this article shall be Buyer's sole remedy for delay in delivery or for non-delivery.

10. Receiving inspection, complaints

10.1 Inspection products upon receipt.

If DAF has undertaken to arrange the transport of the products sold, the Buyer must examine the products for transport damage immediately upon arrival at their agreed destination. If any transport damage is found, Buyer shall make a detailed description thereof on the transport document to be signed after receipt of the products.

10.2 Reporting of damage, non-conformity and quality deficiencies.

All damages, specification non-conformity issues or deficiencies regarding the products which can be detected immediately upon arrival at their destination, must be reported by the Buyer to DAF in writing with a detailed description of the nature of the damage, lack

of conformity or deficiencies within 2 working days after receipt, on pain of forfeiting the right to invoke any action based on such damages, non-conformities and deficiencies. The reporting of damages, non-conformities or deficiencies will not relieve the Buyer from its obligation to timely pay the price for the relevant products.

11. Non-conformity of the products

11.1 Inspection by Buyer.

Without prejudice to articles 10.1 and 10.2, the Buyer shall notify DAF in writing of any lack of conformity of the products that has not been apparent immediately upon delivery, within 8 days from the date when this was discovered or could reasonably have been discovered by the Buyer, specifying the nature of the lack of conformity, on pain of forfeiting the right to invoke any action based on lack of conformity.

11.2 Minor Discrepancies.

Products shall be deemed to conform to the Contract despite minor discrepancies that do not essentially affect the normal use of the product.

11.3 Limited Warranty.

Buyer acknowledges and agrees that Buyer's sole and exclusive remedy in the event of design and manufacturing quality issues that are not in conformity with the Contract and are due to a breach of any of DAF's obligations under the Contract, will be the remedies set forth in DAF's standard ex-factory warranty documentation related to the products in question, subject to the terms and conditions specified in that documentation. DAF's ex-factory warranty documentation shall be forwarded to the Buyer free of charge at Buyer's first request. DAF's ex-factory warranty shall not apply in respect of defects caused by normal wear and tear, careless or incompetent use or maintenance or by accidents or calamities.

11.4 Used Trucks.

The ex-factory warranty referred to in article 11.3 does not apply to used trucks. In the event DAF has sold a used truck to the Buyer, and no written specifics have been agreed about the technical state of the vehicle, DAF will deliver the used vehicle in the condition this had at the moment the Contract with the Buyer was concluded without any warranty with respect to the operational use or merchantability of the vehicle.

11.5 Remedies.

Where the products are non-conforming to the Contract and article 11.3 and 11.4 do not apply, DAF shall (provided the Buyer having given notice of the lack of conformity in compliance with article 11.1) at its option:

- Deliver the missing quantities of the products, or
- Remedy the non-conformity by repair, without any additional expense to the Buyer, or
- Replace the products with substitute products without additional expense to the Buyer, or
- Reimburse to the Buyer the price paid for the non-conforming products and thereby terminate the Contract as regards those products. The above remedies shall be Buyer's sole remedies.

11.6 Termination.

If DAF has failed to perform its obligations pursuant to article 11.5 by the date on which the Buyer becomes entitled to the maximum amount of liquidated damages according to article 9.3, the Buyer may give notice in writing to terminate the Contract as regards the non-conforming products if the supply of missing quantities, replacement products or the repair is not effected within 14 days of receipt of such notice by DAF.

11.7 Compensation Re Retained Products.

Where the Buyer elects to retain non-conforming products, the Buyer shall be entitled to a sum equal to the difference between the

value of the products at the agreed place of destination if they had conformed with the Contract and their value at the same place as delivered, such sum not exceeding a, considering all circumstances, reasonable compensation. This compensation will in no event exceed 5% of the price of the products.

11.8 No Indirect Damages, Maximum Amount.

Without prejudice to the exclusivity of remedies parties agreed to in articles 9.4, 9.6, 11.3 and 11.5, parties agree that the Buyer will in no event be entitled to claim any compensation under the Contract for indirect or consequential damages such as loss of profit, decreased turnover or property damage or any compensation above the amount of the price for the goods delivered, increased with taxes, import duties and transport costs paid for by the Buyer.

11.9 Sole Remedy, Limitation of actions.

The remedies under this article shall be Buyer's sole remedy for non-conformity. Unless otherwise agreed in writing, no action for lack of conformity can be taken by the Buyer, whether before judicial or arbitral tribunals, after 2 years from the date of arrival of the products. It is expressly agreed that after the expiry of this term, the Buyer will not plead non-conformity of the products, or make a counterclaim thereon, in defence to any action taken by DAF against the Buyer based on non-performance of the Contract.

12. Maintenance, User Instructions

Buyer acknowledges and agrees that for the safe and proper operation of the vehicles sold by DAF, it is of utmost importance that DAF's products are being maintained and used in accordance with the relevant documentation issued by DAF. Buyer undertakes to make sure the maintenance of the products will only be left to workshops capable of carrying out repair and maintenance work on DAF vehicles to the highest professional standards. Buyer will also make sure that the use of the vehicles will only be allowed to people duly informed about and in possession of DAF's relevant users instructions.

13. Liability for damage of third parties

13.1 Liability.

DAF shall not be liable for any damage caused to third parties resulting from defects in the design and manufacturing of its products and their components, unless and to the extent to be established in accordance to applicable mandatory provisions of law regarding the liability for death or personal injuries or damage to personal property, caused by defective products.

13.2 Indemnification for third party claims.

The Buyer shall indemnify and hold DAF harmless from all claims for damages of third parties who, for whatever reason, allege to have suffered damage through products delivered by DAF, unless DAF is liable for these damages pursuant to article 13.1 and Buyer has paid this damage to the injured party.

14. Force Majeure

14.1 Impediments.

A party is not liable for a failure to perform any of this obligations in so far as he proves:

- a. that the failure was due to an impediment beyond his control, and
- b. that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Contract, and
- c. that he could not reasonably have avoided or overcome it or its effects.

14.2 Examples.

Impediments beyond the control of DAF as referred to in article

14.1, will be deemed to include the following (this enumeration not being exhaustive):

- a. war, whether declared or not, civil war, riots and revolutions, civil commotion;
- b. natural disasters such as violent storms, cyclones, earth quakes, tidal waves, floods, destruction by lightning, thunderbolts, nuclear, chemical or biological contamination or sonic boom, exceptionally bad weather conditions;
- c. explosions, fires, destruction of machines, of factories, and any kind of installations;
- d. boycotts, strikes, lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages involving the workforce of the party seeking relief or of any other party;
- e. breach of contract of suppliers and/or carriers (in particular late or inadequate delivery);
- f. shortages on the market of required materials or labour;
- g. theft from warehouses of DAF or its suppliers;
- h. failure of a utility service or transport network;
- i. acts of authority, whether lawful or unlawful, lack of authorisations, of licenses of entry or residence permit, or of approvals necessary for the performance of the Contract and to be issued by a public authority of any kind whatsoever in the country of the party seeking relief or in a country relevant to the execution of the Contract;
- j. government measures (including those of foreign governments) such as bans on transports, imports, exports or production, non compliance with any law or governmental order, rule, regulation or direction, or similar situations. In the event one of the above listed impediments will occur with one of DAF's suppliers or sub-contractors and this is the reason why DAF cannot perform its obligations under the Contract with Buyer, this will be deemed to be an impediment as referred to in article 14.1.a.

14.3 Temporary relief.

A ground of relief under this clause relieves the party falling to perform from liability in damages, from penalties and other contractual sanctions, except from the duty to pay interest on money owing, as long as and to the extent that the ground subsists.

14.4 Termination based on force majeure.

If the grounds of relief subsist for more than twelve months, either party shall be entitled to terminate the Contract with notice.

15. Data Protection

15.1 Disclosure and Use of Data.

Buyer agrees that DAF may collect and process, by computer or otherwise, any information, including personal data relating to Buyer or its employees (jointly: "Information") for the purpose of conclusion or performance of the Contract or other agreements between DAF and the Buyer. Buyer also agrees that DAF may, as far as is permitted by mandatory provisions of law, disclose this Information to PACCAR Affiliates, for the purpose of reviewing the Contract or for credit assessment or administering and servicing the Contract and to enable DAF to carry out statistical analysis. DAF may disclose Information in connection with the Contract to any person or entity to whom DAF assigns its rights under such assignment and any of DAF's agents or advisors for the purpose of advising on or assisting in such assignment.

15.2 Mailing lists.

DAF may also, as far as is permitted by mandatory provisions of law, use Information to inform Buyer about products and services of DAF, which DAF believes may be of interest to Buyer. If Buyer does not want to receive such information, Buyer may notify DAF of this. After receipt of such notice, DAF will stop using the Information for such marketing purposes.

15.3 Other purposes.

To the extent required by mandatory provisions of law, DAF will inform Buyer if DAF collects or processes Information for any other purpose than the purposes set out in this article.

16. Miscellaneous

16.1 Modification.

No modification of the Contract is valid unless agreed in writing.

16.2 Whole Agreement.

The Contract and these general Terms supersede and invalidate all other commitments, representations and warranties relating to the subject matter thereof which may have been made by the parties either orally or in writing prior to the date of the Contract, and which shall become null and void from the date of conclusion of the Contract. Each party warrants to the other party that it has not relied on any such commitment, representation or warranty in entering into the Contract.

16.3 Conflicting Clauses.

In case of conflict between these General Terms and the Contract, the Contract shall prevail.

16.4 Partial nullity.

If any provision of the Contract is adjudged by any court or government agency to be invalid, void or unenforceable, such provision will be deemed deleted from the contract and the remaining provisions thereof will continue to be in full force and effect. In such a case, DAF and Buyer shall make every effort to make a valid and enforceable contract in lieu of the ineffective provision, which will ensure the same or as much as possible approximate effect as the one which has become ineffective.

16.5 Assignment.

Neither the rights nor the obligations of Buyer under the Contract may be assigned, transferred or otherwise disposed of, in whole or part, without the prior written consent of DAF. DAF will be entitled to assign all or part of its rights and obligations under Contract. Any references to DAF will then include this assignee.

16.6 B2B transaction.

Buyer acknowledges and agrees that Buyer has entered into the Contract in the ordinary course of his businesses. Buyer represents and warrants to DAF that the products ordered under the Contract are not bought for personal, family or household use.

16.7 Translations.

The English language version of these General Terms will be the authentic and binding version. Any translations of these General Terms made available will be free translations provided without any representation from DAF that the translation accurately reflects the authentic version.

16.8 Surviving provisions.

Articles 9, 11, 12, 13, 15, 17 and 18 shall survive any termination of this Agreement.

7. Governing Law

Any questions relating to the Contract, which are not expressly or implicitly settled by the provisions contained in the Contract or these General Terms, shall be governed:

- a. by the United Nations Convention on Contracts for the International Sale of Products (Vienna Convention of 1980, or the "CISG"), and
- b. to the extent that such questions are not covered by CISG, by reference to the laws of The Netherlands.

18. Dispute resolution

18.1 Dutch courts.

The Dutch courts of law shall have jurisdiction to hear and determine any suit, action, or proceedings and settle any dispute

which may arise out of or in connection with the Contract if Buyer's country of domicile is a EU Member State in which EC Council Regulation No 44/2001 of 22 December 2000 (or successive regulation) applies or the relevant decision will need to be executed in such a Member State. Parties agree that any such legal proceedings shall in first instance be submitted to the competent court in Amsterdam, The Netherlands.

18.2 Arbitration.

In the event the Dutch courts shall not have jurisdiction in accordance with article 18.1, all disputes arising in connection with the Contract, or further contracts resulting therefrom, shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam, The Netherlands. The arbitral procedure shall be conducted in the English language.

18.3 Other courts.

Nothing in this article 18 shall limit the right of DAF to take proceedings against the Buyer in any civil law court of competent jurisdiction, whether concurrently or not.