



## Terms of Supply Wilmink Engine Parts

The following definitions apply below:

**Supplier:** the private company Wilmink B.V., with registered offices in Groningen

**Customer:** the party that enters into a contract with the Supplier

### 1. Applicability

1.1 These terms and conditions apply to all offers and quotes (by any name) from the Supplier and to all contracts that the Supplier enters into with its Customers. The applicability of the Customer's general terms and conditions (by any name) is expressly rejected.

### 2. Prices

2.1 The prices and price quotations that appear in the Supplier's price lists, quotes, letters and online environment are always non-binding, and exclude VAT and exclude additional costs including shipping costs. Delivery will always take place at the prices in force on the day of delivery.

### 3. Delivery

3.1 Unless expressly agreed otherwise, the Supplier's warehouse constitutes the place of delivery. All goods are at the Customer's risk from the moment of delivery.

3.2 Unless expressly agreed otherwise, the shipping costs will be borne by the Customer.

3.3 Unless expressly agreed otherwise, the Supplier is free to choose the shipping method.

### 4. Delivery time

4.1 The specified delivery times are only approximate, and are always non-binding. The Supplier will always strive to achieve the specified delivery time. Unless there is intent or gross negligence on the part of the Supplier, the Supplier is not liable for loss resulting from exceeding the specified delivery time.

4.2 If force majeure prevents delivery (on time) the Supplier has the right to cancel the order or extend the delivery time. Force majeure refers to any circumstance which the Supplier does not and cannot reasonably control and which makes the delivery of goods or services by the Supplier impossible in full or in part, temporarily or for an indefinite period, particularly as a result of but not restricted to war, threat of war, storm, flooding, strikes, transport problems, fire, government measures, including in any case import and export bans and restrictions, invoking of force majeure or non-performance by a party contracted by the Supplier and/or business interruptions.



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### **5. Payment**

- 5.1 All payments must be made within thirty days after the date of invoicing, unless agreed otherwise in writing. The Customer is not entitled to suspend payment because of objections to the amount of the invoice or for another reason, nor is the Customer entitled to offset.
- 5.2 The payments made by the Customer will firstly be set against the costs, then set against the outstanding interest and finally set against the principal sum.
- 5.3 The Supplier reserves the right at all times to deliver COD and/or to demand an advance payment. If the COD shipment is refused, the Customer is obliged to reimburse the Supplier for all resultant costs for the Supplier.
- 5.4 At the end of the payment period the Customer is in default without further notice of default. The Customer is then liable for the statutory commercial interest on the outstanding amount and is also obliged to reimburse the Supplier for all loss caused by the default, including the costs of collecting the claim and the actual legal costs incurred in that regard. In that situation all the Supplier's claims against the Customer for any reason will also become payable immediately.
- 5.5 The Supplier's claim will be payable immediately if the Customer is declared bankrupt or is declared subject to the statutory debt rescheduling scheme for natural persons, is granted a payment moratorium or the Customer initiates full or partial liquidation or transfer of its business.

### **6. Returns**

- 6.1 The Customer is only entitled to return goods which are unused and undamaged and of which the packaging is not damaged or written upon, all to be determined by the Supplier, within one calendar month after delivery. Unless expressly agreed in advance, in deviation from the above the goods which the Supplier does not generally keep in stock or goods which had been ordered at the specific request of the Customer may not be returned. The cost of return shipping will be borne by the Customer.
- 6.2 The Supplier is entitled, at its discretion, to accept returns after the period of one calendar month as specified in article 6.1.
- 6.3 The goods that are returned within one calendar month after delivery will be credited by the Supplier at the same price as that at which the goods were sold. The Supplier will charge costs for all returns.
- 6.4 The Supplier reserves the right to only partially credit the purchase amount for goods returned after the period of one calendar month in accordance with article 6.2. A discount of 20% of the purchase price will thereby be applied for goods returned within three months of the date of invoicing, a discount of 30% for goods returned within six months of the date of invoicing, and a discount of 45% for goods returned within nine months of the date of invoicing. Goods which are returned more than one year after the date of invoicing will not be credited.
- 6.5 In crediting the costs in accordance with the provisions above, the Supplier reserves the right to charge all costs which the Supplier incurs as a result of this return on to the Customer. This includes in any case but is not limited to: shipping costs, administration costs and warehousing costs.



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### 7. **Complaints**

- 7.1 The Customer is obliged to check and measure whether the purchased item complies with the correct specifications and the contract as soon as possible, and in any case within eight days of delivery. Any complaints must be notified to the Supplier within this period on penalty of loss of rights and be returned to the Supplier within fifteen days of delivery. Article 8 applies in the case of warranty claims.

### 8. **Warranty**

#### 8.1 Warranty period

Parts can be claimed up to a maximum of 20,000 km and up to 12 months after fitting of the parts in the event of normal use of the engine. Only warranty forms which have been fully completed by the Customer via the customer portal will be processed.

#### 8.2 Exclusions

Damage to delivered parts caused by a design fault or manufacturing fault in the engine involved are not covered by a warranty.

Service parts such as air-con filling, spark plugs, filters etc. will not be reimbursed.

Rental cars, tow trucks, repatriation costs, travel costs and overtime will not be reimbursed.

Parts which have been dismantled are not covered by a warranty.

No warranty is given for use other than normal use, such as racing, rallying and motocross uses.

#### 8.3 Delivery of claim parts

Only parts with a digital claim report which has been fully completed by the Customer via the customer portal will be considered.

An incomplete digital claim report or a claim report with incorrect details could result in the incorrect processing or rejection of the claim.

A copy of the purchase receipt for the part and an itemised summary of the incurred costs must be sent with the claim report.

In order to enable a thorough investigation, as many parts as possible relating to the claim must be sent uncleaned and in watertight packaging, and furnished with photographs.

Claim parts can only be submitted for investigation once.

#### 8.4 Payment

If a claim is granted, a payment will be made on the basis of the net selling price used by Wilmink.

Parts for which payment is made automatically become the property of Wilmink.

If a part qualifies for warranty and the brand in question is not available at that time, and equivalent alternative will be supplied.



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### 8.5 Costs / hourly rate

No additional costs can be submitted following acceptance the claim.

Additional costs covers those costs which are incurred in order to restore the engine to the same condition as before the claim.

The maximum hourly rate for the labour is set at € 40. The Autodata figures are used for the repair times.

Parts which have been purchased elsewhere which Wilmink can also supply are reimbursed on the basis of the Wilmink net selling price.

### 8.6 Rejection

If a claim is rejected, the claim parts will be marked with a code.

If the cause of the claim is unclear, it will be forwarded to the supplier.

The supplier's judgement on this is binding and not open to discussion.

### 8.7 Contact

Contact about the claims will take place with Wilmink's customer and not with the customer's customer.

### 8.8 Restricted warranty terms for EGR valves

These terms are as follows:

1. The claim must be furnished with a printout of a photograph of the relevant error code and software version of the ECU. We cannot process the claim without this information.
2. EGR valves/coolers which are heavily contaminated with soot within a very short period do not qualify for a warranty.
3. EGR valves/coolers which are submitted cleaned do not qualify for a warranty.

Other warranty claims will be processed as such.



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### **9. Liability**

- 9.1. The Supplier's liability with respect to the Customer is expressly restricted to what arises from the warranty as described in article 8, and is in any case restricted to the invoice value of the delivery in question.
- 9.2. The Supplier is never liable with respect to the Customer for any indirect loss, including but not restricted to consequential loss, lost profits and business interruption loss.
- 9.3. The limitation of liability does not apply insofar as there is intent or gross negligence on the part of the Supplier.
- 9.4. The Customer indemnifies the Supplier against claims from third parties relating to loss caused by and to goods and/or services supplied by the Supplier, unless there is intent or gross negligence on the part of the Supplier.

### **10. Retention of title**

- 10.1. All goods that have been and are still to be supplied remain the property of the Supplier until all claims that the Supplier has or will acquire against the Customer, including in any case the claims specified in Civil Code 3:92 paragraph 2, have been paid in full.
- 10.2. As long as title to the goods has not passed to the Customer, the Customer may not pledge the goods or grant third parties any other right over them, except in the normal conduct of its business. The Customer undertakes to cooperate with the establishment of a right of pledge on the claims that the Customer has or will acquire against its customers on the basis of supplying goods at the Supplier's first request. If this provision is breached, the purchase price will immediately become payable in full, without prejudice to the Supplier's right to compensation.
- 10.3. The Customer is obliged to keep the goods bought with retention of title and delivered by the Supplier properly insured against fire, damage and theft as long as title remains with the Supplier. The Customer is also obliged to store the goods supplied by the Supplier separately from other goods and clearly marked as having been supplied by the Supplier.
- 10.4. If the Customer is in default or if it becomes clear that the Customer will be unable or unwilling to meet its payment obligations, the Supplier has the right to have the goods delivered by the Supplier recovered from the place where they are located, whereby the Customer is obliged to allow the Supplier (to gain) access to its site and buildings. If the Supplier's goods have been processed or incorporated into other items and form one entity therewith, the Supplier reserves the right to acquire this entity at the current market value less the Supplier's claim.
- 10.5. If the Customer has sold on the goods supplied by the Supplier that are still the property of the Supplier or has processed or incorporated them into other items, the Customer is obliged to assign the claims which the Customer has acquired as a result of selling on, processing or incorporation of the sold goods to the Supplier at the Supplier's first request, possibly with an mandate from the Customer to have these claims collected by the Supplier.
- 10.6. The provisions above at 10.1 to 10.5 do not detract from the other rights that accrue to the Supplier.



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### 11. Applicable law and disputes

- 11.1 The legal relationships between the Supplier and the Customer are governed exclusively by Dutch law. All disputes which may arise between the Supplier and the Customer will be settled exclusively by the competent court at Noord-Nederland district court, location Groningen.