

GENERAL TERMS AND CONDITIONS OF DELIVERY Six Center Motoren

Six Center Motoren is a sole proprietorship, having its registered office in Heino, The Netherlands, and its place of business at L.J. Costerstraat 19a, 8141GN Heino, listed in the Trade Register of the Chamber of Commerce under number 05052234 ("Six Center"). Six Center operates on the (wholesale) market for parts and motorcycles and repairing motorcycles, and the import and export of such parts and motorcycles.

1. Definitions

1.1. In these General Terms and Conditions of Delivery, capitalised words and phrases shall have the meaning set out below:

- a. **Six Center:** the sole proprietorship Six Center, user of these General Terms and Conditions of Delivery;
- b. **Consumer:** a natural person not acting in a professional or commercial capacity;
- c. **Day:** a calendar day;
- d. **Electronic Product:** a product that operates using electronic flows and/or electromagnetic fields;
- e. **General Terms and Conditions of Delivery:** these general terms and conditions for the sale and delivery of Products and activities and further assignments and services to Consumers;
- f. **Precision Engineering Product:** a precision produced engineering products whether or not with measurement and/or control mechanisms and/or operating using electronic flows and/or electromagnetic fields;
- g. **Product:** any product offered for sale, sold or delivered by Six Center, including an Electronic Product and/or a Precision Engineering Product;
- h. **Sealing:** transparent plastic and/or synthetic protective covering and/or packaging;
- i. **Terms of Use:** the terms that are applicable to accessing and using the Website, as published on the Website; and
- j. **Website:** www.sixcenter.nl, on which it is possible to communicate electronically with Six Center and view Products and Product Data, purchase Products, and view order information.

2. Communication

2.1. All communication between Six Center and the Consumer will preferably take place by e-mail, whereby the Consumer will be able to use the Website and contact by e-mail or by telephone during regular opening hours via number +31 (0)529 484 173, or by e-mail: info@sixcenter.nl.

3. Scope

3.1. These General Terms and Conditions of Delivery apply to each offer and each quotation and/or communication of Six Center and every remote agreement concluded between Six Center and the Consumer.

3.2. Before a (remote) agreement is concluded, the text of these General Terms and Conditions of Delivery is made available to the Consumer in a way that enables him to view, print and easily save them. If this is not reasonably possible, Six Center will, before the remote agreement is concluded, either state where the Consumer may find and inspect the General Terms and Conditions of Delivery electronically, and print, download and save them, or send a copy of these General Terms and Conditions of Delivery either electronically or in another form to the Consumer free of charge.

3.3. Any derogations from and additions to these General Terms and Conditions of Delivery are valid if agreed in writing between the parties only.

3.4. If any provision of these General Terms and Conditions of Delivery is void or voided, the other provisions of these General Terms and Conditions of Delivery remain in full force and effect. In that case Six Center and the Consumer will consult on new provisions to replace the invalid or voided provisions.

3.5. In addition to the rights the Consumer may have under these General Terms and Conditions of Delivery, the mandatory rights and remedies under the applicable consumer protection laws will be fully applicable. The Consumer's statutory warranty will not be affected by any manufacturer's guaranty.

4. Offering Products

4.1. Any offer, proposal, quotation and/or communication from Six Center is without obligation and only valid for as long as stocks last.

4.2. All Products offered by Six Center are clearly described, stating the product number and, if available, the factory and model -specific data, to allow an assessment of their suitability and/or comparison with and/or replacement of another product and/or of any part of a composite product.

4.3. Six Center devotes the greatest possible care to the information on its Website. All images of Products are as true to the Products offered as possible. However, Six Center cannot guarantee the accuracy of the information and images.

4.4. All dimensions, data, images, catalogues, price lists, websites, quotations, NEN standards and/or standardisation sheets provided and/or published by Six Center are always approximate, unless expressly stated otherwise.

4.5. Minor deviations in the delivered Products that are technically unavoidable or which are considered generally accepted in the course of trade may occur.

4.6. Based on the data provided by a Consumer upon registration on the Website, Six Center will provide clear information about the price of the Product and the taxes applicable within the EU, the costs of delivery, and the manner in which the Consumer will be able, before concluding an agreement, to verify the data provided by him in the context of the agreement and, if necessary, to correct and/or supplement this data. All prices are quoted in Euro, unless otherwise stated.

4.7. The prices are based on delivery off warehouse, transport and insurance costs both inside and outside the Netherlands are passed on by us, whereby the carrier is chosen by us.

4.8. Any specific wishes of the other party regarding the transport / shipment will only be carried out if the other party has stated in writing that it will also bear the additional costs thereof.

4.9. The prices are based on the purchase price applicable at the time of the quotation and other cost factors such as exchange rates. Unless otherwise agreed in writing, we reserve the right to pass on differences on the day of delivery.

4.10. For repair orders, we cannot provide a binding quotation in advance, any prices mentioned can only be considered as target prices.

5. The agreement

5.1. Subject to the provisions of Clause 5.4, all agreements will be concluded upon acceptance of the offer by the Consumer and fulfilling the applicable conditions; all offers of Six Center are subject to availability. If a Product ordered by the Consumer is no longer available, Six Center reserves the right to cancel the order, in which event Six Center will immediately refund any payment made by the Consumer.

5.2. If the Consumer has accepted the offer electronically, Six Center will immediately confirm receipt of acceptance of the offer by electronic means. The Consumer may terminate the agreement for as long as Six Center has not confirmed receipt of this

acceptance.

5.3. If the agreement is concluded electronically, Six Center will take appropriate technical and organizational measures to ensure the security of the electronic data transfer and will provide a secure web environment. If the Consumer is given the option to pay electronically, Six Center will ensure that appropriate security measures are in place.

5.4. Six Center reserves the right, subject to the restrictions of the law, to verify the creditworthiness of the Consumer and all facts and factors that may be material in connection with responsibly concluding (remote) agreements. If, further to such verification, Six Center has good grounds to decide against concluding the agreement, Six Center may reject the order or request, stating reasons, or attach special conditions to executing the order.

6. Delivery periods

6.1. The delivery periods stated by Six Center are determined on the basis of the information known at the time when the order is placed. The stated delivery periods are always considered target dates and depend among other things on the stock of Six Center's suppliers. Delivery periods will never be strict deadlines.

6.2. The Consumer will be notified within 45 days of placing the order if it is not possible to fulfil the order, or part thereof, within 45 days, in which case he will be entitled to cancel the order free of charge. In that case, Six Center will refund the amount paid by the Consumer as soon as possible but no later than 14 days after cancellation.

7. Delivery, accepting delivery, change of delivery address

7.1. The place of delivery is the address that the Consumer has stated to Six Center and that is specified on the order confirmation. The risk of damage and/or loss of Products rests with Six Center until the moment of delivery to the Consumer or to a representative designated in advance and communicated to Six Center.

7.2. The Consumer is obliged to accept delivery of the ordered Products upon delivery by the carrier at the delivery address. If the Consumer refuses to accept delivery of the ordered Products and/or otherwise frustrates the delivery and/or does not sign for receipt, the order will be returned by the carrier to Six Center and the costs of returning and storing the goods, payment on delivery and the customary compensation of the transport and ordering services of the carrier engaged by Six Center will be payable by the Consumer. Six Center may set off these costs against any payments made by the Consumer to Six Center for the order.

7.3. The delivery address specified in the order may only be changed with Six Center's prior consent. A request for a change of address must be submitted to Six Center via the Website or by e-mail.

7.4. Upon receipt of a request for a change of address as referred to in Clause 7.3 above, Six Center will notify the Consumer whether the request can be granted. Six Center may make granting the request subject to additional conditions, in view of the transport risk or risk of loss of and/or damage to the Products to be transported, and as regards the full payment of the purchase price of the order and any related other orders, as well as additional transit or transport costs.

7.5. The Consumer is not permitted to notify the carrier of a change in the delivery address as specified in the order directly without the involvement of and without consulting Six Center. Six Center will, in that event, not be responsible for a correct delivery, and the risk of loss of and/or damage to the ordered Products will pass to the Consumer; Six Center will in no event be liable for any damage howsoever named as a result of a change in the delivery address.

8. Conformity

8.1. Six Center will endeavor to ensure that the offered Products comply with the agreement and the specifications stated in the offer, as well as with the reasonable requirements of soundness and/or suitability, subject to the technical standards of sustainability and safety and environmental standards to be reasonably imposed on the Products, depending on the year and time of production of the Products. Six Center expressly does not warrant the suitability of the offered Products for a purpose other than normal use, or for any special use intended by the Consumer, unless Six Center and the Consumer have unconditionally agreed such special use in writing.

9. Right of withdrawal

9.1. The Consumer may withdraw (cancel) the agreement for the purchase of a Product or Products, without stating reasons, within a fourteen day reflection period.

9.2. The reflection period commences the day after the day on which the Consumer or a third party designated by the Consumer, who is not the carrier, has received the Product, or, if the Consumer has ordered several items in one and the same order that are supplied separately, the day after the day on which the Consumer or a third party designated by the Consumer has received the last Product.

9.3. Six Center may refuse an order for multiple Products with different delivery times, provided it has clearly informed the Consumer of this possibility prior to the ordering process.

9.4. During the reflection period the Consumer must treat the Product with due care and may only open the packaging and/or Sealing to the extent necessary to be able to decide whether the Consumer wishes to keep the Product. The Product may not be assembled or installed in or on any other product or combined product or connected to an electricity net.

9.5. Due to the nature of the Products, including parts with accessories, Electronic Products and Precision Engineering Products, these Products will be protectively sealed in the factory or by Six Center to protect them against harmful impacts caused by atmospheric conditions, induction charges, or other harmful external effects. If the Consumer wishes to revoke an agreement, he or she may not remove or break the Sealing during the reflection period.

9.6. If the Consumer exercises his or her right of withdrawal, he/she must return the Products, together with all delivered accessories, in their original condition, without damage and/or assembly traces and – if reasonably possible – with the Sealing unbroken and/or not removed, in the original packaging. The Consumer is required to follow the instructions clearly indicated by Six Center by e-mail. When returning fragile goods, they must be properly packaged, failing which the right of withdrawal expires.

9.7. Returns submitted will not be processed if it appears that the Consumer or third parties have changed or repaired something in the goods.

9.8. The risk and burden of proof regarding the correct and timely exercise of the right of withdrawal rests with the Consumer.

9.9. The costs of returning the Products are payable by the Consumer. Six Center will refund the purchase amount paid by the Consumer, including the original shipping costs, to the Consumer within 14 days after the Products are returned to Six Center, or after the Consumer has demonstrated that he has returned the Products, depending on which is earlier. When the Consumer returns all the Products in the order, Six Center will refund the original shipping costs. Reimbursement will take place using the same payment method used by the Consumer to buy the Product, unless the Consumer consents to another method.

9.10. Six Center may exclude the following Products from the right of withdrawal, provided Six Center has clearly stated this in the offer, or before the agreement is concluded at

- least: a. Products manufactured on the Consumer's specifications, which are not prefabricated, and which are manufactured on the basis of an individual choice or decision of the Consumer, and/or
- b. which are clearly intended for a specific person.

10. Complaints procedure

10.1. Complaints must be submitted to Six Center, together with a full and clear description, within a reasonable period of time after the Consumer has discovered something that gives rise to a complaint. The complaint may be submitted by e-mail or by registered letter. Complaints will be processed within 48 hours of receipt; Six Center endeavours to settle all complaints within 14 days of receipt. If it is foreseeable that a complaint will require more time to settle, Six Center will notify the Customer of this within 14 days, giving an indication when the Consumer may expect a more detailed answer.

11. Payment and retention of title

11.1. Unless prepayment is agreed on with the Consumer, and to the extent that the parties have not agreed a different arrangement, all amounts owed by the Consumer are payable within the payment term stated in the offer and on the invoice.

11.2. If payment has not been made within the term stated in the previous article, the Consumer is legally in default and owes interest of 1.5% per month on the outstanding amount from the invoice date, whereby part of a month is for a full month. is counted.

11.3. In the event of late payment Six Center reserves the right to refer its claim against the Consumer for collection, in which event the collection costs will be payable by the Consumer in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act.

11.4. All Products delivered under an agreement remain the property of Six Center until the Consumer has fully paid everything he or she owes Six Center under the purchase agreement. If Six Center is forced to invoke its retention of title, the Consumer is obliged to fully cooperate with Six Center to enable Six Center to recover the goods in question.

12. Liability

12.1. To the extent permitted under mandatory consumer protection law, the only remedy a Consumer has in respect of a defective Product is limited to replacing or repairing that Product free of charge.

12.2. Before applying the Product, the user must determine on the basis of practical tests whether the material is suitable for the intended purpose. The user takes these tests entirely at his own risk.

12.3. Technical advice, in whatever form, is provided by us to the best of our knowledge, but liability is not accepted.

12.4. To the extent permitted under mandatory consumer protection law, Six Center will in no event be liable for indirect or consequential damage suffered by the Consumer, including but not limited to missed opportunities, loss, loss of data, third-party damage, relating to or arising from the agreement or the Consumer's use of the Products supplied by Six Center.

12.5. To the extent permitted under mandatory (consumer) law, Six Center's liability for damage to the Consumer for whatever reason, in all cases per event (whereby a connected series of events counts as one event) is limited to the actual loss by the Consumer invoice amount paid to Six Center for the relevant Product under the agreement, including shipping costs and in any case up to what an insurer pays out (plus Six Center's deductible).

12.6. Six Center is never obliged to compensate damage other than to persons or things.

12.7. Any compensation, under whatever name or in whatever form, will never exceed the

sum insured by Six Center under our business liability insurance.

12.8. If Six Center performs services or work and further assignments for the Consumer against payment, Six Center can be held liable at most for the amount of the fee charged.

12.9. Nothing in the agreement concluded between Six Center and the Consumer or in these General Terms and Conditions of Delivery excludes or limits Six Center's liability if it is the result of:

a. fraud, wilful misconduct or deliberate recklessness; and/or

b. liability for damage to persons or goods based on product liability within the meaning of Article 6:185 et seq. of the Dutch Civil Code, subject to the applicable standards with regard to (the characteristics of) obsolete Products and the time of production.

13. Force majeure

13.1. In addition to Article 6:75 of the Dutch Civil Code, if and in so far as an event of force majeure occurs, Six Center cannot be required to perform its obligations towards the Consumer and/or Six Center will be entitled to suspend its obligations for the duration of the event of force majeure.

13.2. In addition to Article 6:75 of the Dutch Civil Code, an event of force majeure is understood to mean all external causes as a result of which Six Center is unable to perform its obligations under the (remote) agreement. This includes but is not limited to, strikes at third parties and/or at Six Center's suppliers; disruption of the Internet or telecommunication facilities; and/or stagnation in the supply at suppliers or other third parties engaged, and causes caused by government measures.

13.3. If an event of force majeure continues for more than 90 days, both parties may terminate the agreement in writing, without Six Center being liable to pay the Consumer any damages.

14. Personal data

14.1. The processing of personal data by Six Center in connection with the performance of the agreement takes place in accordance with its privacy statement.

15. Terms of Use

15.1. The Terms of Use of the Six Center Website apply to all visitors to the Website, including the Consumer who places an order via the Website (see Six Center's Terms of Use).

16. Applicable law; disputes

16.1. To the extent permitted under mandatory consumer protection law, all agreements between Six Center and the Consumer are governed by Dutch law. To the extent necessary, the applicability of the 1980 Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

16.2. Six Center points out to the Consumer the European platform for online dispute resolution.

16.3. All disputes arising from these General Terms and Conditions of Delivery, the delivery of Products, and from any agreement, offer, or from agreements arising from or related thereto, will be exclusively submitted to the competent court in the district of Overijssel, unless (i) the Consumer chooses the European platform for online dispute resolution, as referred to in Clause 16.2, to settle the dispute; or (ii) if the Consumer has decided within one month after Six Center has stated that it wishes to have the dispute settled by the competent court in the district of Overijssel and Six Center has granted the Consumer a period of one month to state whether he/she prefers the dispute to be settled by the court designated by law, the Consumer has not exercised this right.

17. Amending the terms

17.1. All supplementary provisions and provisions deviating from these General Terms and Conditions of Delivery must be laid down in writing or in such a manner that the Consumer is able to save them in an accessible manner on a permanent data carrier.

17.2. An English version has been prepared of these General Terms and Conditions of Delivery. In the event of lack of clarity or conflict, the Dutch text of these General Terms and Conditions of Delivery will prevail and will at all times be decisive for the interpretation of the provisions contained in the English versions.