

Deposited with the Chamber of Commerce under number 00654375

#### Article 1: Definitions

**CHESS:** CHESS INTERNATIONAL TRADING COMPANY B.V. and its associated operating companies and its legal successors by universal title are the users of these General Terms and Conditions and shall hereafter referred to as “CHESS”.

**CLIENT:** shall be taken to mean any (legal) person or entity to whom “CHESS” address our offers and those persons who address offers to “CHESS”, those persons who issue an order to “CHESS” or those persons with whom “CHESS” enter into an agreement and further those persons with whom “CHESS” are in any legal relationship and furthermore their representative(s), authorized representative(s), assignee(s) and heir(s).

**PARTIES:** “CHESS” and “CLIENT” together.

**WORKING DAYS:** The days on which banks are open in the Netherlands.

#### Article 2: Applicability

- 2.1. These General Terms and Conditions apply to all our offers, agreements, order agreements (relating to the provision of work by us), and all legal actions, deliveries, activities, and services provided by “CHESS” and services sold via “CHESS”, including all pre-contractual situations and legal relationships entered into with “CHESS” in the future that relates among others to the sale of (second-hand) machines, (commercial) vehicles, parts and accessories, the provision of repair, maintenance and other work on the products and/or machines and/or vehicles, and all related services.
- 2.2. Any different terms and conditions only apply if they have been explicitly accepted by “CHESS” in writing and only apply to the relevant agreement.
- 2.3. Any changes and supplements to any provision of the agreement are only valid if they have been laid down in writing and have been signed by “CHESS”.
- 2.4. If it emerges that one or more provisions of these General Terms and Conditions contradict the law, or are invalid for whatever reason, the remaining provisions of these General Terms and Conditions will remain fully in force. The “PARTIES” together will conduct negotiations on the contents of a new provision, which will provide an approximation of the contents of the original provision as closely as possible.
- 2.5. In the event of a conflict between the content of the agreement entered into between the “CLIENT” and “CHESS” and these General Terms and Conditions, the provisions of the agreement will prevail.
- 2.6. In case strict compliance with these Terms and Conditions is not demanded by “CHESS” at all times, this does not mean that the provisions therein are not applicable or that “CHESS” should to any extent lose the right, in all other cases, to demand strict compliance with the provisions of these Terms and Conditions.

#### Article 3: Offers

- 3.1. All offers and quotations made by “CHESS” are always non-binding in terms of price, content, and execution and in terms of delivery time and availability. In case the offer is accepted by the “CLIENT”, “CHESS” will be entitled to withdraw the offer within two Working Days of receipt of the acceptance.
- 3.2. Any amendments and/or undertakings by “CHESS” following the offer, either verbally or in writing, represent a new offer revoking the previous offer with which it thus shall expire.
- 3.3. If acceptance by the “CLIENT” deviates from the offer, this shall count as a new offer from the “CLIENT” and as a rejection of our offer in its entirety, as well as if the counteroffer deviates only on minor points.

3.4. The agreement shall be established, in as far as applicable within the period specified by “CHESS”, at the moment of receipt by “CHESS” of a written acceptance of an offer. If the “CLIENT” makes an offer and/or issues an order, The agreement shall be established at the moment that “CHESS” has approved and confirmed the offer and/or order in writing, or if “CHESS” has made a start on implementation of the order. However, this article is without prejudice to the right to withdraw the offer within two Working Days of receipt of the acceptance as stated in Article 3.1.

#### Article 4: Prices

4.1. The prices quoted by “CHESS” are net prices excluding turnover tax and all other levies, duties, or charges due in connection with the execution of the contract. Prices are based on delivery ex our location, except as agreed otherwise in writing. If not expressly otherwise agreed in writing, delivery costs, service costs, costs for sending, etc. shall never be included in our price.

4.2. The prices specified by “CHESS” are recorded in euros, unless any other currency specifically agreed to by “CHESS”; any exchange rate differences shall be for the risk of the “CLIENT” unless further agreed in writing.

4.3. If a payment term as intended in article 6.1 is exceeded, “CHESS” reserves the right to charge on any exchange rate differences by means of an equivalent price rise.

4.4. “CHESS” reserves the right to charge an equivalent price rise to the “CLIENT” if after entering into the agreement a foreseen or unforeseen rise occurs in one or more price-determining factors and/or statutory charges. Such factors and statutory charges include but not limited to: wages, premiums, materials, (transport) charges (from third parties), and exchange rate changes.

4.5. Price rises arising from additions and/or changes to the agreement shall be for the account of the “CLIENT”.

4.6. Costs arising as a result of a default on the part of the “CLIENT” in facilitating the implementation of the agreement and/or because circumstances arise that are attributable to the “CLIENT” as a consequence of which “CHESS” incurs costs, shall be charged by “CHESS” to the “CLIENT”.

4.7. “CHESS” is not liable for any textual errors in printed matter, (online) advertisements, and/or other forms of marketing presentations.

#### Article 5: Cancellation

5.1. In the event of cancellation by the “CLIENT”, “CHESS” is entitled to withhold and not to repay part of the down payment equal to 10% of the sales price with a minimum of € 2,000 per object by way of a cancellation fee, without prejudice to our right to demand additional compensation of the costs incurred (including delivery, storage, insurance, and garage costs) that are higher than the down payment amount.

#### Article 6: Payment

6.1. The “CLIENT” is required to pay all invoices prior to the delivery of the goods in question or prior to the provision of the work/services in question, unless otherwise expressly agreed in writing. “CHESS” will not deliver the goods in question or provide the work and/or services in question before full payment of all invoices. All invoices must have been paid by the “CLIENT” at the latest 7 days following establishment of the agreement, unless expressly agreed otherwise in writing. Setoff against demands claimed against “CHESS” by the “CLIENT” shall not be permitted.

6.2. “CHESS” is able to approve the deferment of payment. “CHESS” is thereby entitled to cancel any agreed discount, with retroactive effect, to demand 1% interest on the outstanding amount per month and to demand €45 storage costs per machine or vehicle per day from the “CLIENT”. “CHESS” thereby at all times reserves the right to still fully or partially dissolve the agreement.

6.3. Within two days following the establishment of the agreement, the “CLIENT” is required to have made a down payment of at least 10% of the gross sales value of the object with a minimum of €2,000 per object, or another amount to be determined by “CHESS” in the agreement or an appendix to that agreement. In the absence of (timely) payment, “CHESS” shall be entitled to suspend compliance with our obligations.

6.4. If the down payment referred to in article 6.3 has not been received by “CHESS” within two days, “CHESS” is entitled, without notice of default and without judicial intervention, to dissolve the agreement or part thereof.

6.5. In the absence of (timely) payment of foreign currency amounts, within the term(s) referred to in article 6.1 or 6.3, “CHESS” reserves the right to charge to the “CLIENT” any currency fluctuation with respect to the euro.

6.6. Payments made by the “CLIENT” shall at all times serve to settle all interest and costs payable and then to settle all claims from the longest outstanding agreement, even if the “CLIENT” states that the payment relates to another claim.

6.7. In the event of (application for) liquidation, insolvency, bankruptcy or moratorium on the part of the “CLIENT”, the claims on whatever grounds (including those of the parties referred to in article 7.8.) against the “CLIENT” shall be immediately demandable.

6.8. In case the “CLIENT” wants to pay in cash, “CHESS” may set additional conditions/requirements pursuant to the law, such as but not limited to customer due diligence and the duty to report in connection with the Money Laundering and Terrorist Financing (Prevention) Act (or any related legislation) which may be or may become applicable to the agreement.

#### Article 7: Delivery/Risk/Transport

7.1. Delivery times shall be determined in mutual consultation. However, any delivery times and/or delivery dates specified by “CHESS” shall never be considered deadlines, unless otherwise agreed in writing.

7.2. The exceeding of the delivery time is not attributable to “CHESS”, the “CLIENT” can under no circumstances claim compensation or dissolution of the agreement. “CHESS” shall not be liable for losses suffered by the “CLIENT” in connection with shortcomings on the part of third parties contract to help in the performance of the contract by “CHESS”, such as transport operators.

7.3. If delivery is made including transport and/or shipment, that transport and/or shipment shall be for the account and risk of the “CLIENT”. Therefore, all costs relating to said transport shall be for the account of the “CLIENT” and the “CLIENT” shall bear the risk for loss, damage, and non-timely delivery of the purchased item and the risk that authorities charge unforeseen costs in connection with that transport, such as the costs for inspection of the delivery by the customs authorities. “CHESS” hereby expressly excludes its liability for all damage that occurs during the (commissioned) loading and transport by “CHESS” of goods to be transported and/or shipped by “CHESS”, in those cases whereby the damage relates to the unsound lashing down of the cargo and/or any exceeding of the maximum axle load and mass of the equipment used for that transport and/or exceeding of the dimensions permitted for the transport and/or shipment.

7.4. If “CHESS” takes responsibility for the sending of the goods, at the request of the “CLIENT”, or if the agreed parity of the ICC INCOTERMS imposes that responsibility upon us, the time and manner of delivery and delivery route shall be at our discretion. “CHESS” shall only take out transport insurance if agreed expressly and in writing with the “CLIENT”. All related costs shall be for the account of the “CLIENT”.

7.5. At least 3 working days before the object is due to be collected, the “CLIENT” must announce in writing whether it requires transport insurance.

7.6. The delivery will be made ex our location.

7.7. If the “CLIENT” fails to collect the goods within the agreed period or fails to offer “CHESS” the opportunity to deliver the goods, the “CLIENT” shall be immediately in default and the goods will be stored for the account, and risk of the “CLIENT”. If the “CLIENT” refuses to collect the goods within the period specified by us, “CHESS” shall be entitled to fully or partially dissolve the agreement and to sell the goods, in a manner to be specified by us, without being required to pay any compensation. “CHESS” is entitled to set off our claim against the revenue from the sale.

7.8. The risk for the sold products, machines, and vehicles shall transfer from “CHESS” to the “CLIENT” at the moment of delivery. In the event of the sale of a vehicle, the “CLIENT” shall be required to insure the vehicle from the moment of delivery.

7.9. All products and services purchased must be taken up in their entirety. A down payment may not be used to pay for part of an order. Part deliveries are only possible on the basis of a written confirmed change to the order.

7.10. In principle, machines, and vehicles will be sold without registration and documentation. The “CLIENT” itself is responsible for assessing whether the registration, machine, vehicle, and export documentation present or to be supplied by “CHESS” are sufficient for import or registration in the destination country. “CHESS” is neither responsible nor liable in any way for such documentation.

#### Article 8: Warranty, exclusion of liability

8.1. Used machines, vehicles, and parts will be sold without any form of warranty and in the condition as seen as approved by the “CLIENT” on the website or at the sales location. “CHESS” is not liable for any hidden or visible shortcomings. This exclusion of liability also relates to liability for consequential damage and complete or partial loss of the sold item as a consequence of the effect of hidden shortcomings present at the moment of delivery, for example, major mechanical damage or destructive fire as a consequence of a relatively minor hidden shortcoming such as a minor leak in the fuel supply. Warranty will only be issued on used machines, vehicles, and/or parts if and in as much as specifically specified in the sales agreement.

8.2. If the “CLIENT” issues a claim or complaint against the warranty issued by “CHESS” in the purchase agreement in question, “CHESS” will assess and as necessary settle the warranty or complaint taking account of the relevant provisions in the agreement. Warranty entitlements and entitlements relating to non-conformity claimed by the “CLIENT” shall not be transferrable to third parties.

8.3. All rights and entitlements of the “CLIENT” relating to shortcomings in the sold object shall expire if legal proceedings have not been initiated within one month following those shortcomings becoming known, and under all circumstances within three months following delivery of the sold goods.

#### Article 9: Machine and Vehicle History

9.1. In recommending goods, “CHESS” often bases our statements on any information present with the goods originating from third parties, and the external appearance of the goods. In principle “CHESS” does not check this information provided to “CHESS” by third parties for its accuracy, and “CHESS” undertakes no (technical) inspection. For example, “CHESS” does not contact dealers to question the service history of a machine nor does “CHESS” dismantle components to investigate the condition of a machine. No rights may be derived by the “CLIENT” from errors or apparent mistakes in the information provided by “CHESS” (and on our website).

#### Article 10: Reservation of ownership/retention of title

10.1. Delivery shall take place under reservation of ownership. The ownership of the products and/or machines and/or vehicles, notwithstanding actual delivery, shall only be transferred to the “CLIENT” after the “CLIENT” has settled all our claims relating to the counter-performance of the products delivered or to be delivered by “CHESS” to the “CLIENT” according to the agreement or any similar agreement, or the work carried out or to be carried out on behalf of the “CLIENT”, and relating to claims for failure to comply with such agreements.

#### Article 11: Dissolution

11.1. If despite a demand specifying a reasonable period, the “CLIENT” fails, fails in time, or fails correctly to comply with any (payment) obligation arising from any agreement entered into with us, and in the event of suspension of payment, application for moratorium, bankruptcy, placement under guardianship, liquidation of the business of the “CLIENT”, then without notice of default and judicial intervention, “CHESS” shall be entitled to dissolve the agreement or part thereof, whereby the entire down payment on the basis of the cancellation payment shall be withheld and shall not be repaid, without prejudice to our right to demand additional compensation for the costs incurred (including delivery, storage, insurance, and garage costs) that exceed the amount of the down payment.

11.2. In cases whereby the previous article section does not (yet) offer grounds for dissolution of an agreement or part thereof, up to the moment that the goods and/or services in question have been (finally) delivered to the “CLIENT”, “CHESS” is entitled, without notice of default and without judicial intervention, to dissolve the agreement or part thereof. If “CHESS” makes use of this right,

“CHESS” shall owe no payment to the “CLIENT”, nor shall “CHESS” owe any compensation to the “CLIENT”, on that basis.

#### Article 12: Suspension and right of retention

12.1. “CHESS” is authorized to suspend our performance (which shall also be taken to mean future part deliveries) if the “CLIENT” fails to comply with one or more of its obligations or if circumstances brought to our attention gives “CHESS” good reason to fear that the “CLIENT” will not comply with its obligations, except in as much as “CHESS” is prohibited from doing so, by provisions of compelling law.

12.2. “CHESS” may exercise the right of retention on all goods of the “CLIENT” to which implementation of the agreement relates and which “CHESS” actually has in its possession in the framework of the agreement, if the “CLIENT” fails fully or partially to comply with the obligations relating to the implementation of the agreement, or other agreements entered into with the “CLIENT”.

12.3. “CHESS” is entitled to claim from the “CLIENT” all losses (including loss of interest) which “CHESS” has suffered and the costs which “CHESS” has been forced to incur in respect of care for the goods which “CHESS” actually has in its possession (including garage and storage costs).

#### Article 13: Sale and exchange

13.1. If in the event of the sale of a machine and/or vehicle in exchange for a machine and/or vehicle of the “CLIENT”, in advance of the delivery, the “CLIENT” continues to use the machine and/or vehicle to be exchanged, the “CLIENT” shall be required to take due care of the machine and/or vehicle.

13.2. The machine and/or vehicle to be exchanged shall only become our property at the moment that “CHESS” takes actual possession of this machine and/or vehicle.

13.3. The machine and/or vehicle to be exchanged must be free from financing and obligations in respect of third parties.

13.4. Unless otherwise agreed in writing, any goods sold to/exchanged with “CHESS” by the “CLIENT” must be complete, in good condition, and free from hidden defects.

13.5. Unless otherwise agreed in writing, all documents belonging to the machine and/or vehicle must be presented to “CHESS” at the moment that the machine and/or vehicle becomes our property.

13.6. During the use referred to in section 1 of this article, the risk for the machine and/or vehicle remains with the “CLIENT”, and all costs, in particular, those relating to maintenance and any damage arising from whatever cause, also as a consequence of loss, which shall include the not handing over (or inability to hand over) the valid, complete vehicle registration documents and any other official documents, shall be for the account of the “CLIENT”.

13.7. If in our judgment at the moment that “CHESS” takes actual possession of the machine and/or vehicle, the machine and/or vehicle to be exchanged is no longer in the same condition as at the moment of establishment of the agreement, “CHESS” shall be authorized to refuse the exchange, and to demand payment of the agreed purchase price for the machine and/or vehicle or reassessment of the machine and/or vehicle to be exchanged, and to apply the value as at that moment.

13.8. If in our judgment the machine and/or vehicle to be exchanged demonstrates shortcomings that could only be observed following actual handover, but which according to objective yardsticks or guarantees provided by “CLIENT” are proven to have already been present at the moment that the agreement was established, the “CLIENT” must compensate “CHESS” for any losses suffered by us, as a consequence. Loss shall be taken to include a reduction in assessed value.

#### Article 14: Force majeure

14.1. If force majeure delays or prevents implementation of the agreement, “CHESS” is authorized to dissolve the agreement in writing, without any entitlement to compensation accruing to the “CLIENT”.

14.2. For our part, force majeure shall be taken to include any circumstance arising beyond our power, as a result of which normal implementation of the agreement is prevented. In all cases, such circumstances resulting in force majeure shall include: if production or delivery of a specific good is halted; if “CHESS” has sold a machine and/or vehicle to the “CLIENT” that is still to be exchanged and as a result of circumstances not attributable to us, this machine and/or vehicle cannot be delivered

to the "CLIENT"; loss, damage and/or delay during and as a result of transport, extreme absenteeism of personnel due to sickness, actions/measures by the customs authorities including (temporary) closure of certain geographical areas, fire, theft or other serious disruptions at our company or at our supplier(s).

14.3. If the manufacturer, importer, or supplier makes modifications or (construction) changes to a product, "CHESS" reserves the right to deliver the changed product, on condition the changed product possesses at least the normal user characteristics of the original product and in the event of special user characteristics, if and in as much as duly agreed between "CHESS" and the "CLIENT".

#### Article 15: Liability

15.1. Unless attributable to deliberate intent or severe negligence by our executives (including those overseeing subordinates), our liability is disclaimed, regardless of whether the claim arises from an agreement with us, an unlawful act, or any other cause.

15.2. In cases where "CHESS" bears liability for damages, our responsibility is strictly limited to direct harm to goods or individuals, with no provision for consequential losses such as commercial damages, loss of income, or expenses associated with leasing replacement machinery and/or vehicles.

15.3. Should "CHESS" be deemed liable for damages, our liability is further constrained to the purchase price paid by the "CLIENT" for the product, or an amount equivalent to the order payment, not exceeding the current market value of the relevant vehicle.

15.4. "CHESS" shall under no circumstances be liable for damage caused by work that does not form part of our normal work and that is undertaken by "CHESS" by way of service, at the express request of the "CLIENT". Such work shall be carried out for the account and risk of the "CLIENT". "CHESS" is furthermore not liable for damage arising from inaccuracies in any free advice issued.

15.5. The Client is fully responsible and liable for the use of Machines without CE marking. The Client will be liable for all damage and loss and government-imposed penalties related to the absence of the CE marking, even if the Client is no longer the owner of the Product. If any government authority and/or third party claims payment of compensation and/or a monetary penalty "CHESS" in connection with a machine it has sold to the "CLIENT", the "CLIENT" must indemnify "CHESS" in full.

#### Article 16: Deviating provisions

16.1. If in the sale of certain products by us, special conditions are agreed by us, these special conditions shall prevail in as much as they relate to those specific products, if they would otherwise be in violation of present General Terms and Conditions. In all other matters, these General Terms and Conditions retain their validity.

#### Article 17: Data Handling

17.1. The "CLIENT" acknowledges that machinery and vehicles supplied by "CHESS" may potentially feature software systems that retain data regarding the vehicle. The "CLIENT" holds "CHESS" harmless against any liability stemming from such data retention..

#### Article 18: Sanctions

18.1. The "CLIENT" declares that it will not resell any goods purchased from "CHESS" to parties appearing on EU sanction lists and/or the OFAC Specially Designated Nationals and Blocked Persons List (SDN).

18.2. The "CLIENT" affirms to and guarantees "CHESS" that, on the date of this Agreement, it: (i) is not a person or entity included on the sanctions list of a sanctioning body (such as, but not limited to, the United Nations Security Council, the European Union, and any competent sanctioning body in "CHESS" its country of domicile) that is directly or indirectly affected by sanctions imposed by such sanctioning body; (ii) is not in breach of any applicable sanctions; and (iii) has not involved any persons or entities listed in paragraph (i) above in negotiating or entering into or performing the Agreement.

18.3.. If an incident giving rise to a sanction as referred to in the preceding paragraph occurs at the customer's premises after the Agreement has been concluded but before it has been performed and/or terminated (i.e. the date when all obligations under the agreement have been fully and finally

fulfilled), (i) the customer will immediately notify “CHESS” in writing with full details of the incident giving rise to a sanction together with any other information reasonably requested by “CHESS”, in accordance with that request; (ii) “CHESS” will be entitled, without prejudice to the provisions of (iii), to suspend performance of the agreement at any time during the period in which the incident giving rise to the sanction occurs and to notify the customer of this. In that case, neither party will be liable for the non-performance of its obligations during the period of suspension provided that the customer does everything in its power to resolve the incident giving rise to a sanction and it keeps “CHESS” informed of developments in that regard. The parties will resume performance of the obligations under the agreement as soon as is reasonably and legally possible after the incident giving rise to a sanction ends, and (iii) “CHESS” will be entitled to terminate the agreement with immediate effect at any time for the duration of the incident giving rise to a sanction without being liable for damages to the “CLIENT”.

#### Article 19: Jurisdiction, Legal Venue, and Forum Selection

19.1. The regulations outlined in the Vienna Sales Convention are inapplicable. Additionally, any prospective international treaty concerning the transaction of movable assets, which may be waived by mutual consent, shall not be enforced.

19.2. All contracts made with "CHESS" and any other legal associations between "CHESS" and the "CLIENT" are subject to Dutch law.

19.3. Any conflicts arising from or connected to the contract, except where prohibited by mandatory legal stipulations, must be exclusively resolved in the competent court within the jurisdiction of our established location.