

## **Delivery and payment conditions CSN-Engines B.V.**

The following conditions are applicable to each sale and delivery of matters to and provision of services for the benefit of buyer/client. Any deviation from these conditions is only valid if confirmed by us in writing.

### **Article 1 Agreement**

- 1) All offers and price quotations are indicative.
- 2) The repair duration and/or the duration of the activities is only stated as an approximation.
- 3) The established delivery date is a probable date for both purchase, repair, and other agreements.  
In case of the overrunning of this date by a term of 3 months, the buyer/client can declare the default of CSN-Engines B.V. in writing. If CSN-Engines B.V. still has not delivered one month after the date of the default notice, the buyer/client has the right to declare the agreement dissolved. The latter must take place in writing.
- 4) Price changes as a result of matters like changes to duties, taxes, excise, manufacturer's and/or importer's prices and/or exchange rates may be passed on by CSN-Engines B.V. at all times. The buyer/client has the right after notification of this change to rescind the agreement in case the increase of the stipulated price takes place within three months after conclusion of the agreement.  
The cancellation must take place in writing. In that case, CSN-Engines B.V. is entitled to compensation of the incurred costs in the amount of 1% of the established purchase and/or delivery price.
- 5) If the established indicative price is threatening to be exceeded by more than 20%, CSN-Engines B.V. must contact the buyer/client. The buyer/client has the right in that case to terminate the agreement while indemnifying CSN-Engines B.V. for the costs already incurred.
- 6) Offers in terms of price, as well as quality, type and delivery, are valid for a period of 1 month, unless otherwise agreed.
- 7) Trade-off engines and/or trade-off parts and components are only sold against the handing in of an engine of the same brand, construction and model, which may not be broken, torn, welded, damaged or incomplete in another manner. It must be possible to revise vital parts such as block, crank, fuel pump, turbo, and camshaft in a normal manner. In case the parts referred to are missing or damaged, the added costs are borne by the buyer/client.
- 8) The manner of transportation is determined by CSN-Engines B.V., unless established otherwise. Matters always travel at the risk of buyer/client, regardless of whether or not transport takes place at the expense of sender and regardless of whether it is from or towards us.

### **Article 2 Payment**

- 1) The debts of buyer/client to CSN-Engines B.V. must be considered as debts to be settled at the location of the seller.
- 2) Unless emphatically established otherwise, payment must take place in cash upon delivery of the matters or otherwise immediately after the carrying out of the services.
- 3) If payment does not take place in conformity with what is established in art. 2.2, CSN-Engines B.V. has the right to apply the statutory interest over the owed amount, increased by 2% to be billed annually from one month after the moment when payment should have taken place. This increase is considered a precondition under which postponement of payment is granted by CSN-Engines B.V. The setting off of outstanding invoices between CSN-Engines B.V. and buyer/client mutually is not permitted without the emphatic written permission of CSN-Engines B.V.
- 4) If buyer/client remains negligent with payment after injunction, CSN-Engines B.V. has the right to increase this amount by collection costs. These collection costs comprise both judicial and extrajudicial costs. The extrajudicial costs are all costs which are billed to CSN-Engines B.V. by third parties and which serve for the collection of the claim on buyer/client.
- 5) In case of non-compliance by buyer/client with the payment obligations, CSN-Engines B.V. has the right of retention with regard to the object to be delivered/repaired.
- 6) If after execution of the activities assigned to CSN-Engines B.V. and notification thereof by CSN-Engines B.V. to buyer/client the relevant object has not been picked up within two weeks, CSN-Engines B.V. has the right to bill storage costs. These costs comprise the rate which is applicable locally for CSN-Engines B.V.
- 7) The parts or materials replaced by CSN-Engines B.V. are only made available to buyer/client if such is emphatically requested upon the granting of the order. In other cases, the parts or materials fall to CSN-Engines B.V. without it owing any compensation for this to buyer/client.

### **Article 3 Warranty**

- 1) CSN-Engines B.V. gives a guarantee for the duration of a period of 12 months and a maximum of 50,000 kilometres travelled after delivery of a fully revised engine or new engine.
- 2) CSN-Engines B.V. provides a guarantee for the duration of a period of 6 months and a maximum of 25,000 kilometres after delivery of the revision of a part.
- 3) The warranty lapses if the buyer/client after noting the defects does not inform CSN-Engines B.V. thereof as soon as possible.

- 4) The warranty lapses if CSN-Engines B.V. is not enabled to still restore the defects.
- 5) CSN-Engines B.V. commits itself to the free replacement or repair of the delivered/revised engine and/or the delivered/revised part. Upon delivery of a used engine or part, the warranty is limited at all times to replacement free of charges or the crediting of the established price following the returning of the engine or the part, all matters at the discretion of CSN-Engines B.V. For a back-delivery, a maximum term applies of 1 month. What is back-delivered must be in the same state it was in when it was delivered. In case of an appeal to warranty, the buyer/client proves incorrect delivery/revision/repair. CSN-Engines B.V. must be enabled at all times to conduct an investigation on the delivered object or the delivered service at CSN-Engines B.V. so as to be able to assess the legitimacy of the appeal to warranty, unless established otherwise in writing.
- 6) CSN-Engines B.V. can establish with buyer/client that in case of a legitimate appeal to warranty, the amount established between CSN-Engines B.V. and buyer/client for the delivery of the object or the service is credited. To that effect, the relevant object will at all times be delivered back to CSN-Engines B.V. and pass to the property of CSN-Engines B.V.
- 7) In case of an appeal to warranty, the buyer/client addresses CSN-Engines B.V. within the terms established in art. 3.1, 3.2 and 3.3.
- 8) The liability of CSN-Engines B.V. comprises at all times a maximum of the amount owed/paid by buyer/client to CSN-Engines B.V. in the matter of the activities and deliveries involved.
- 9) The liability ends as soon as repairs/activities or modifications are carried out on engines or parts delivered and/or processed by CSN-Engines B.V. without the express permission of CSN-Engines B.V.
- 10) Any further liability or warranty, also for any damage as may be the result of activities not performed, carried out incorrectly or of defects to delivered parts are not taken under advisement by CSN-Engines B.V. with regard to buyer/client.
- 11) In case of an appeal to warranty, the costs for (dis)mounting, including of the materials used thereby, and the transport of the engine and/or part delivered by CSN-Engines B.V. are borne by the buyer/client and cannot be claimed from CSN-Engines B.V. By signing the delivery and warranty conditions and the mounting requirements, the buyer/client declares to agree with these conditions, unless it is emphatically established otherwise between buyer/client and CSN-Engines B.V. In case the warranty claim is granted, the costs regarding warranty falling to CSN-Engines B.V. can be increased by a compensation for the necessary dismounting and mounting of the matter, calculated against flat-rate times and the effective hourly rate of CSN-Engines B.V.
- 12) Disputes about the application of warranty conditions are submitted at the first instance to a pair of experts. An expert is designated by CSN-Engines B.V. and another expert is designated by buyer/client. If both experts do not judge uniformly, a third expert is engaged. He is appointed by the earlier experts. The costs for the expert investigation are borne by the parties in proportion to the granting/rejection of the warranty claim. In case of the entire rejection of the warranty claim, buyer/client bears these costs; in case of the full granting of the warranty claim, CSN-Engines B.V. bears these costs.

#### **Article 4 Retention of title**

In case of sale, the delivered object remains the property of CSN-Engines B.V. for as long as the buyer/client has not fully settled everything he owes on grounds of the purchase agreement.

For as long as the matter has not passed in property to the buyer/client, he is obliged to take out the statutory insurance regarding the use of the matter, as well as an insurance against its full or partial loss.

#### **Article 5 Right of retention**

In case of repairs, CSN-Engines B.V. can exercise the right of retention on the matter if the buyer/client does not or does not entirely settle the costs of the activities on the matter. The right of retention lapses if the buyer/client offers sufficient substitute securities.

#### **Article 6 Applicable law**

To these delivery and payment conditions, Netherlands legislation is applicable.