

T&C EcarACCU

General terms and conditions of EcarACCU, with its registered office in Hoorn and maintaining offices in (1689 AG) Zwaag, Municipality of Hoorn, at De Factorij 26, listed in the trade register of the Chamber of Commerce under number 37119653.

General

- 1.1. Unless otherwise agreed in writing, all offers, delivery of goods and services by EcarACCU are subject to these terms and conditions to the exclusion of all others. Where these terms and conditions state 'delivery of goods', this also includes 'delivery of services'. General terms and conditions declared applicable by the contracting party of EcarACCU are rejected and do not apply to the agreement. Where in this terms and conditions the 'customer' is mentioned, this includes consumers and companies.
- 1.2. If EcarACCU agreed in writing the term and conditions of others, the terms and conditions of EcarACCU are still at a higher level in case of conflict.

Offers, prices, delivery times, force majeure and cancellation

- 2.1. Offers and quotations, in whatever form, are always made without obligation.
- 2.2. Unless explicitly indicated otherwise by EcarACCU, all technical data provided by EcarACCU are for orientation purposes only and are an approximate only. These are in no way binding.
- 2.3. An agreement is only concluded when EcarACCU has sent a written confirmation.
- 2.4. This agreement is concluded under the condition precedent that the customer is sufficiently creditworthy. In case of doubt about creditworthiness or changes to creditworthiness (also during the term of the agreement), EcarACCU can require the customer to provide sufficient security.
- 2.5. Unless otherwise stated, prices are ex warehouse EcarACCU.
- 2.6. If price-increasing factors occur between the conclusion of the agreement and the date of shipping with an effect of more than 2% on the price, EcarACCU may pass on that increase.
- 2.7. Delivery times are an approximate only and do not constitute firm deadlines. EcarACCU accepts no liability for late delivery.
- 2.8. If EcarACCU exceeds the delivery time by more than 3 months, the customer may set a reasonable term within which EcarACCU must yet comply. If EcarACCU does not deliver within this period, the customer may terminate the agreement, without the parties being liable to each other for damages. The provisions of the previous sentences do not apply if EcarACCU has a valid claim of force majeure within the periods mentioned and has informed the customer thereof in writing.
- 2.9. If EcarACCU can make a valid plea of force majeure, it can, at its option, suspend or cancel the agreement, in both cases without EcarACCU becoming liable for damages to the customer.

3. Risk, transport and insurance

- 3.1. The risk of loss, damage or theft of goods ordered by the customer, passes to the customer from the moment the goods are handed over to the carrier.

- 3.2. In case of loss, damage, or theft during transport, the customer shall have an official report drawn up immediately, send this to EcarACCU by registered letter within 3 days, and thereafter comply with the instructions given by EcarACCU.
- 3.3. EcarACCU is entitled to store goods not collected on time at the expense and risk of the customer and to charge the costs for this to the customer.

4. Instructions and Send Document

- 4.1. The customer shall follow the instructions set out in the 'Guidelines, precautions and product liability', version 20200607 or newer. After receipt, the customer shall also check the delivered goods based on the so-called 'Send Document', which is mentioned in appendix 1 of the document 'Guidelines, precautions and product liability'.

5. Guarantee

- 5.1. EcarACCU does not give any guarantee on delivered goods, unless the product is not „good“ as defined in point 7.2.
- 5.2. The liability of EcarACCU is limited to the provisions of article 7 of these terms and conditions and in the chapter 'Exclusion of liability' of the Guidelines, as mentioned above in article 4.1.
- 5.3. EcarACCU does not accept returns, unless the specific product is not „good“ as defined in point 7.2.

6. Payment terms, retention of title and termination

- 6.1. Unless otherwise agreed in writing, EcarACCU shall only deliver the goods after payment. The customer is not entitled to suspend his obligation to pay or to invoke setoff.
- 6.2. If the customer does not pay on time, EcarACCU has the right to suspend the delivery of the good(s), without being liable for damages towards the customer. Any discount(s) that EcarACCU has given, shall lapse in that case.
- 6.3. If the customer fails to pay on time, he shall owe statutory commercial interest on the outstanding amount, regardless of the provisions of articles 6.1 and 6.2. Part of a month is counted as a whole month. If EcarACCU has to incur extrajudicial costs because the customer does not pay on time, these costs may be charged to the customer. These costs are determined 15% of the outstanding amount with a minimum of € 500, -.
- 6.4. Delivered goods remain the property of EcarACCU until the customer has fulfilled all their obligations.
- 6.5. If the customer
- a. fails to fulfil one or more of his obligations;
 - b. is declared bankrupt or a petition is made to that effect;
 - c. applies for suspension of payments or a request is made to that effect;
 - d. goes into liquidation of his business or
 - e. is confronted with attachment, in whole or in part, of one or more of their assets, whether prejudgment or executory;

EcarACCU has the right to consider the agreement or the not yet executed part thereof terminated. In that case, EcarACCU may demand the return of delivered goods and retains the right to payment of invoice amounts, interest and costs.

In such cases, the customer shall return the goods on first request and cooperate fully.

- 6.6. If the customer fails to perform one or more of his obligations, or fails to do so properly or in a timely manner, he shall be in default by operation of law. In that case, EcarACCU can terminate the agreement in completely or in part. This does not affect the liability for damages of the customer. EcarACCU can also elect to demand compliance. In case of termination, EcarACCU can require that delivered (and possibly) unpaid goods are returned to it immediately at the expense of the customer.

7. Liability

- 7.1. Without prejudice to the provisions of these general terms and conditions, EcarACCU is never obliged to compensate any damage whatsoever, except if the customer can prove intent or gross negligence on the part of EcarACCU.

- 7.2. Any guaranty and liability on the part of EcarACCU shall be limited to direct damage. This means that EcarACCU only has the obligation to yet deliver a “good product”.

7.2.1 “Good product” means:

- a. Visual condition is as agreed;
- b. SOH is as agreed;
- c. SOC is as agreed;
- d. Documentation is as agreed.

If a requirement in point 7.2.1 is not agreed in written by EcarACCU in the offer, it does not apply and the product will be seen as good.

The buyer should write in mail to EcarACCU when a battery is not a “Good” product, within 6 weeks after pick up from the facility of EcarACCU. The product will be automatically been seen as “Good” product after 6 weeks and no guaranty or liability will be given by EcarACCU after that moment.

EcarACCU is not obliged to compensate other damage, including indirect damage, for example:

- a. operating damage as a result of faults and/or defects;
- b. loss of profit or income;
- c. damage to other goods of the customer or third parties;
- d. damage because of delays;
- e. extra cost for additionally requested by the buyer: test reports, safety documentation, safety equipment and certifications;
- f. Transport costs.

- 7.3. Any liability of EcarACCU under articles 7.1 and 7.2 shall be limited to the amount involved in the agreement in question. The invoice sent by EcarACCU for the agreement in question is leading.

- 7.4. The customer indemnifies EcarACCU against any third-party claims for compensation of damage caused by goods or services delivered by EcarACCU.

- 7.5. The customer agrees the disabilities and disadvantages of products from EcarACCU:

- a. parts came from normal, or damaged, or rejected batteries out of electric vehicles;
- b. documentation is not included, even if it is a standard in the market;
- c. specifications are not included, unless it is named in the offer;
- d. certifications are not included, unless it is named in the offer;
- e. test reports are not included, unless it is named in the offer;
- f. all info from EcarACCU is an assumption and can't be reliable;
- g. customer shall test all assumptions from EcarACCU on safety and risks before usage;
- h. broken cells and components are the risk of the customer and must find them himself.

7.6. Notification Battery Collective:

- 1: Dutch customers comply with obligations arising from: Besluit en de Regeling mededeling batterijen en accu's 2008;
- 2: Dutch customer must be affiliated with the Collective Communication of STIBAT;
- 3: Customers outside the Netherlands must register their imported batteries with the local authorities;
- 4: Customers in the Netherlands and abroad must send EcarACCU proof of registration with a Collective Battery Notification

8. Disputes and applicable law

- 8.1. Dutch law governs agreements between EcarACCU and the customer. Applicability of the Vienna Sales Convention is excluded.
- 8.2. Any disputes arising from agreements entered into by EcarACCU shall be brought before the District Court of Noord-Holland, seated in Haarlem.
- 8.3. If one or more provisions of these terms and conditions are annulled or deemed invalid, the parties shall replace these with a provision that approximates the content and purport of the annulled or invalid provision as closely as possible.
- 8.4. Terms and conditions of EcarACCU are always at a higher level in conflict of interest.