

GENERAL TERMS OF SALE – JD EUROPE GROUP

1 - **Application:** The buyer declares having thoroughly reviewed these general terms of sale, that apply to any order or purchase from JD EUROPE GROUP – Concordia Projects BV company n° BE0457.467.143 (the 'seller').

By placing an order, the buyer unconditionally agrees with these terms, thereby excluding any other documents such as prospectuses or catalogues issued by the seller, and that are only for information purposes. Unless formally accepted in writing by the seller, no special condition can prevail over these general terms of sale. Any contrary condition put forward by the buyer will therefore, in the absence of formal acceptance, be unenforceable against the seller, whenever this condition was brought to the attention of the latter.

Should the seller at any time not avail itself of any of the provisions of these general terms of sale, this can in no way be interpreted as a waiver of the right to subsequently avail itself of any of the said provisions.

2 - **Orders:** The seller's offers are not binding and are only valid within the limits of the available stocks. In case of product unavailability, the seller reserves the right to partially deliver or postpone the order, or to cancel the sale. Orders are only final when they have been confirmed in writing by the seller. A modification of the seller's offer is only valid if it is formally confirmed in writing by the latter.

The seller reserves the right to modify or cancel the order placed pursuant to these general terms of sale in case of force majeure (war, fire, earthquake, government prohibition measure, epidemic, impossibility of obtaining necessary import documents, absence of available freight, default of the procurement source, etc.) that would prevent its fulfilment, without the buyer being able to claim any compensation. The benefit of the order is personal to the buyer and cannot be assigned or re-exported without the seller's formal approval.

3 - **Undertakings of the buyer:** When ordering vehicles, the buyer warrants that (i) the vehicles shall be used and/or resold only in the country of the final destination indicated in the order confirmation, (ii) such vehicles shall not be resold, exported nor transferred to any third party in any place or country outside the country of the final destination indicated in the order confirmation, except where the buyer is an individual customer exporting or transferring such vehicles for his own individual use, (iii) such vehicles shall not be resold nor transferred to any third party which is subject to sanctions imposed by the United States of America, the United Nations, the European Union and other countries and/or organizations separately designated by the seller, (iv) the vehicles shall not be modified for military combat use or equipped with weapons, (v) such vehicles shall not be used for combat, military, warfare, terrorism or illegal purposes, (vi) such vehicles shall not be used in any activities related to chemical, biological, nuclear or any other weapons and/or military associated equipment, including manufacture, construction, improvement or maintenance thereof, and (vii) in case de buyer resell or transfer such vehicles to any third party, the buyer shall cause such third party to comply with the obligations as provided in this clause. If the buyer is planning to resell the vehicles, he shall notify the seller in advance and in writing and provide the seller with full details of the candidate buyer (name, address, capacity, intended use etc.). The buyer shall never resell a material according to the incoterm EXW. 4 - **Descriptive documents:** The technical specifics indicated in the seller's offers are provided solely for information purposes and are only considered to be mandatory if the contract formally refers to them.

5 - **Delivery:** Deliveries are carried out on the basis of availabilities, and in the order of arrival of the orders. The seller is authorised to carry out overall or partial deliveries. Any delivery includes a tolerance margin of 180 days beyond the final date of the intended time limit.

Delayed deliveries cannot result in any damages or interest, nor any withholding or cancellation of orders in progress. If the buyer manages the products transportation between the shipping port and the destination port, it undertakes to provide the seller, within 14 days of the shipment, with a copy of the bill of lading and of the EX

6 - **Prices:** The prices are indicated without tax. Unless indicated otherwise and agreed in writing between the seller and buyer, the prices are payable in cash/bank transfer. The products are sold in compliance with one of the incoterms that took effect on 1 January 2011 as published by the International Chamber of Commerce. In case of disappearance of these incoterms or of any one of them, it/they will be replaced by any/all other incoterm(s) published by the International Chamber of Commerce in a new Edition. Depending on the applied incoterm, the products travel at the risks and perils of the seller or buyer. When the products travel at the buyer's risks and perils, the latter must, in case of damage, losses or missing goods, make all necessary observations and confirm its reservations by extrajudicial document or by registered letter with acknowledgment of receipt sent to the carrier within three days after receipt of the products or the presumed reception date thereof.

7 - **Verification:** Without prejudice to the measures having to be taken relative to the carrier, complaints regarding obvious defects or non-compliance of the delivered products with the ordered merchandise or the shipping slip must, in order to be admissible, be recorded immediately in writing at the time of the delivery, on the documents accompanying the delivery and confirmed by registered letter within 24 hours after delivery of the products. Failing that, the delivered products will be considered as compliant with the contract. The buyer must provide all proof relative to the reality of the identified defects or anomalies. It must provide the seller with all latitude with regard to confirming these defects, and to remedying them. It will refrain from doing so itself or from involving a third party for this purpose. The seller undertakes to only deliver goods that are compliant with the legislation in effect within the European Union, and cannot be held liable in case of non-compliance with the legislation of a non-European Union country where the vehicles must be delivered. All product returns require a formal agreement between the seller and the buyer. The buyer remains responsible for the return expenses and risks. In case of obvious defect or non-compliance of the delivered products, duly acknowledged by the seller under the conditions indicated above, the buyer can obtain replacement at no cost or reimbursement for the products at the seller's choice, thereby excluding any compensation or damages and interest.

8 - Delayed payment or payment default: In case of payment delay or default, even in case of partial delivery, the seller may terminate the contract or suspend further deliveries to the buyer, without prejudice to any other right or remedy. Moreover, any payment delay or default will result in the immediate collectability, on the day following the payment date indicated in the invoice, of late payment penalties charged to the buyer on all outstanding sums, at a rate equal to the REFI rate plus 10 percentage points and applicable as of the invoice payment date, while also authorising the seller to terminate all other deals in progress, to the sole prejudice and detriment of the buyer. Furthermore, in case of payment delay or default, the buyer will owe to the seller, by operation of the law, inclusive compensation for recovery expenses, in an amount equal to €200. Nevertheless, should the recovery expenses incurred by the seller be greater than the amount of the inclusive compensation, the buyer must reimburse the seller for all recovery expenses incurred by the seller for the recovery of the sums owed, including any expenses incurred for collection through litigation. Under no circumstances can payments be suspended or be the subject of any offsetting without the seller's prior written approval.

9 - Quantities: The seller has the option of delivering 10% more or less than the contracted quantity.

10 - Duties and taxes: All duties and taxes, whether newly created or modifications of existing ones, any increase of the rate or value of the freight, premiums (insurance or export taxes of the country of origin) as well as any new expense resulting from new import conditions (deposit of funds, special inspections, transfer to customs clearance centre, etc.) will be at the buyer's expense.

11 - Guarantees: Should the buyer's credit deteriorate, the seller reserves the right, even after partial shipment of the products, to require the buyer to provide guarantees that would be considered appropriate for the correct fulfilment of the commitments assumed.

12 - Reservation of ownership: The seller retains ownership of the goods sold until the actual payment of the complete price, including principal and accessory amounts, even after handling and processing. Non-payment on any of the due dates can result in a demand for the goods and their return to the seller, as of right and at first request. These provisions do not prevent the transfer to the buyer of the risks of potential loss, deterioration or damage of the goods sold, with the conditions of the incoterm used between the parties continuing to apply.

13 Anti-Bribery – Code of Conduct: 13.1 The buyer shall comply with all applicable laws, and regulations that proscribe or prohibit acts of bribery and corruption, including but not limited to such laws of the countries in which the buyer has operations and of the countries where the seller and its affiliates have operations. The buyer shall refrain from directly or indirectly proposing any offers, promises, donations, gifts or benefits whatsoever to any person representing government authorities, with the aim of inciting said person to perform or to refrain from performing an action associated with his/her function or mandate, or facilitated by his/her function or mandate. The buyer shall have and maintain in place its own policies and procedures to ensure that it and any of its employees, agents, suppliers and contractors comply with anti-bribery laws and shall enforce them where appropriate. 13.2 The buyer shall (i) take appropriate measures to protect the safety and health of its employees and comply with all safety and health related laws, regulations and internal standards; (ii) comply with all anti-trust and competition laws and trade laws regulations; (iii) not offer, give or receive gifts, meals or entertainment for any illegal or unethical purposes; (iv) follow applicable accounting principles and keep reliable, accurate and verifiable records of all transaction; (v) act with integrity, honesty and transparency and refrain from dealing with any person that engages in or is connected to any organized crime or unlawful activity; (vi) disclose any conflict of interest; (vii) comply with local and global environmental laws and standards and reduce waste; (viii) not engage or be involved in any business that is against human dignity; (ix) not discriminate base on race, colour, gender, religion or national origin; (x) not be involved in any child labour, human trafficking or any other kind of forced or involuntary labour; and (xi) embrace diversity and inclusion.

14 - Applicable law: These general terms of sale are subject to Belgian law.

15 - Competence: In the event of any difference of opinion or dispute between the parties, the Commercial Court of ANTWERP Belgium will have sole jurisdiction.

This clause applies even in case of summary order, additional application, multiple defendants or activation of guarantees, and irrespective of the payment method and provisions, without any clauses assigning jurisdiction that may exist in the buyer's documents interfering with the application of this clause.