



General Conditions

Maturo Cars BV situated in Veghel and registered at the Chamber of Commerce, the Netherlands.

Article 1. Applicability

1.1 These general conditions are applicable on all offerings and agreements between Maturo Cars BV and the purchaser, of whatever nature, as well as to the resulting commitments. Valid deviations can solely be reached with Maturo Cars BV in written manner.

1.2 In these terms and conditions, "purchasers" is understood to mean the purchaser, or anyone who enters into or wishes to enter into an agreement with Maturo Cars BV, or for whom Maturo Cars BV makes an offer or performs a delivery or performance, as well as its legal successors.

1.3 If any provision of these general terms and conditions is for any reason not valid or applicable, the remaining terms and conditions will continue to be in force.

1.4 Purchasing- and other conditions, which the purchaser declares applicable, do not bind Maturo Cars BV, unless they have been accepted in writing by Maturo Cars BV. Such acceptance may not be inferred from the circumstance that Maturo Cars BV leaves undisputed a statement from the purchaser that it does not accept the terms and conditions of Maturo Cars BV and declares its own terms and conditions applicable.

Article 2. Offerings

2.1 All offers, quotations and pricing indications made by Maturo Cars BV, in whatever form, are without obligation unless explicitly agreed otherwise in writing.

2.2 All images, drawings and data regarding weights, dimensions, colours, etc. are precise approximates only. Minor deviations from reality cannot be a reason for compensation and/or dissolution.

2.3 Price lists, brochures, printed matter, etc. provided by Maturo Cars BV are subject to change and do not count as an offer.

2.4 Maturo Cars BV reserves the right to refuse assignments or orders without stating reasons and / or to demand payment in advance, or to demand another type of security.

Article 2. Assignments and orders for the delivery of products

3.1 The purchaser is fully responsible towards Maturo Cars BV for the correctness of the information stated in an order it has issued. A completed order binds the purchaser.

3.2 Maturo Cars BV offers the purchaser the opportunity to place orders for the delivery of products by telephone, online or by email. Telephone orders must always be confirmed immediately by email. In the absence of an email confirmation, Maturo Cars BV is entitled to rely on what has been reported by telephone and the purchaser bears all responsibility in this regard. Maturo Cars BV reserves all rights in this regard.

3.3 When placing an online order with Maturo Cars BV, the purchaser must identify himself and the purchaser is identified by Maturo Cars BV by using an identification form provided by Maturo Cars BV to the purchaser, which consists of a (combination of) purchaser name and a password (hereinafter referred to as "Customer Identification"). An order that is placed online and in which the Customer Identification of the purchaser is mentioned or used, has the same binding value as an email or signed



purchase agreement sent by the purchaser. However, Maturo Cars BV cannot guarantee the security of the Internet and the possibility of interception or disruption of data transmitted by the purchaser using the correct Customer Identification, and cannot be held liable for this in any way by the purchaser. Maturo Cars BV is entitled to fully trust that the data relating to the order, in terms of content and form, which it receives from the purchaser, are correct.

3.4 Maturo Cars BV is entitled to fully rely on the content and form of orders that are placed using the Customer Identification of a purchaser. Maturo Cars BV is therefore entitled to deliver to the purchaser whose Customer Identification was used, to invoice and to demand payment from this purchaser with regard to the orders placed with his Customer Identification. The purchaser is fully and solely responsible for the use and confidentiality of the Customer Identification assigned to him by Maturo Cars BV.

3.5 In the event of loss or misuse of Customer Identification as a result of which Maturo Cars BV suffers damage, the purchaser must compensate Maturo Cars BV for this. The purchaser must provide such security measures and procedures to guarantee that the Customer Identification assigned to him is only used by authorised personnel and for authorised purposes. In particular, in the event of loss, misuse or attempted misuse of the Customer Identification, the purchaser must inform Maturo Cars BV immediately after the purchaser has or should have become aware of this and take all necessary measures to avoid and / or limit the consequences thereof to the fullest extent.

Article 4. Purchase Agreements

4.1 This Article provides for the establishment of Purchase Agreements for motor vehicles and Order Agreements for the commission for carrying out repairs and adjustments to motor vehicles.

4.2 A Purchase Agreement or Order Agreement is concluded after Maturo Cars BV and the purchaser have confirmed an order in writing. The Agreement is deemed to represent the arrangements correctly and completely and prevails over these General Terms and Conditions.

4.3 Additions and changes to an Agreement only bind Maturo Cars BV insofar as they have been confirmed in writing by Maturo Cars BV.

Article 5. Pricing

5.1 All prices and rates in quotations, agreements and in the "MCC RALLY" webshop are in euros and are exclusive of applicable VAT, other levies imposed by the government and exclusive of shipping costs, unless stated otherwise.

5.2 The given prices of Maturo Cars BV offers are based on cost price factors present at the time of creation of the offer. Therefore prices, exchange rates, wages, taxes, duties, charges, etc can cause Maturo Cars BV to increase upon earlier communicated prices / rates to the purchaser in the event of a demonstrable increase in one or more of the cost price factors, regardless of whether the change was foreseeable or not for Maturo Cars BV at the time of concluding the agreement. However, such a price increase does entitle the customer to rescind the agreement.

Article 6. Payment

6.1 Unless otherwise approved in writing, payment must be made by deposit or transfer to a payment institution designated by Maturo Cars BV within 8 days of the invoice date. The industrial value date on the bank statements of Maturo Cars BV is mandatory as the day of payment.



6.2 Unless explicitly agreed otherwise in writing, payment will take place without set-off or suspension for whatever reason.

6.3 Everything that the customer pays, first of all serves to pay interest and/or (collection) costs owed and then to pay the oldest outstanding invoices.

6.4 If the customer does not pay the amounts due within the agreed term, the customer will be in default by operation of law and Maturo Cars BV, without prejudice to its other rights, has the right to charge the customer interest on the entire amount due, at its option. amount, being the statutory interest applicable at that time, plus a surcharge of 5% on an annual basis. This interest will be calculated from the due date of the relevant invoice up to and including the day of full payment. In addition, all extrajudicial and judicial collection costs will be borne by the customer.

6.5 If Maturo Cars BV sees reason to do so, Maturo Cars BV may require further security. Of which failing may suspend the performance of an agreement, to be determined by Maturo Cars BV.

Article 7 Retention of title

7.1 All delivered goods remain the property of Maturo Cars BV until the customer has fully fulfilled his payment obligation as determined by the purchase agreement.

7.2 The customer is not permitted to hand over the goods delivered by Maturo Cars BV to third parties, to give them in (collateral) pledge or silent pledge until the entire purchase price and any associated costs have been paid in full.

7.3 In the event that the customer does not or does not fully comply with any obligation arising from the legal relationship with Maturo Cars BV, in particular the payment obligation, Maturo Cars BV is entitled to take back the delivered goods after notice of default, in which case the agreement will be terminated without judicial intervention, without prejudice to the right of Maturo Cars BV to claim costs of damage and interest.

7.4 The customer is obliged, without prejudice to the above, to take good care of the delivered goods as long as they have not been paid in full.

7.5 The customer is obliged to keep the delivered goods of which the property rests with Maturo Cars BV separately or to keep them stored in an individualised manner.

7.6 The customer is also obliged to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to provide the policy of this insurance for inspection at the request of Maturo Cars BV.

Article 8 Delivery and Term

8.1 All (delivery) periods stated by Maturo Cars BV are approximate and have been determined on the basis of the data and circumstances that were known to Maturo Cars BV when the agreement was entered into. Specified delivery terms will never be regarded as a strict deadline. If a change in the data and/or circumstances, regardless of their foreseeability, results in a delay, the delivery date will be delayed accordingly, without prejudice to the provisions below regarding force majeure.

8.2 Exceeding the delivery periods specified by Maturo Cars BV, for whatever reason, never entitles the customer to compensation or non-fulfilment of any obligation resting on it under the relevant agreement or a related agreement.

8.3 Orders can only be considered cancelled after written confirmation from Maturo Cars BV. In the event of cancellation of the order by the customer, Maturo Cars BV has the right to charge 25% of the agreed price of the goods, without prejudice to the right of Maturo Cars BV to claim the excess on the basis of loss suffered and lost profit.

8.4 If it has been agreed that the services and/or deliveries will take place in phases, Maturo Cars BV may postpone the services and/or deliveries of the following phases until the customer has approved



the completion of the previous phase in writing and has met all his (financial)) has fulfilled obligations regarding the partial delivery. In the case of partial deliveries, Maturo Cars BV is entitled to invoice these separately.

8.5 If the goods are available to the customer after the delivery period has expired, but are not accepted by him, the goods will be stored at his disposal at his expense and risk.

8.6 Unless agreed otherwise in writing, delivery will take place ex works. From the moment of delivery, all risks of loss, decay, damage, etc., regardless of the cause thereof, are transferred to the customer.

Artikel 9. Transportation

9.1 Maturo Cars BV determines the method of transport, shipment, packaging and such. Shipment/transport of goods always takes place at the expense and risk of the customer. Maturo Cars BV is only obliged to take out (transport) insurance if and insofar as Maturo Cars BV has committed itself to this in writing.

Artikel 10. Reclamation

10.1 The customer is obliged to inspect the goods for defects immediately after delivery. Any complaints with regard to the delivered goods will only be dealt with by Maturo Cars BV if they have been made known to Maturo Cars BV in writing within 8 working days after delivery, with an accurate statement of the nature and grounds of the defects and with reference to the number of the invoice or, in the absence thereof, of the shipping note or order confirmation. After the expiry of this term, the customer is deemed to have approved the delivered goods.

10.2 Minor deviations in the quality of the delivered goods, which are technically unavoidable or which are generally accepted in trade, cannot constitute grounds for complaints or for dissolution of the agreement.

10.3 Complaints about invoices must also be submitted in writing and within a period of 8 working days after the invoice date. After the expiry of this term, the customer is deemed to have approved the invoice.

10.4 The delivered goods can only be returned after prior written approval from Maturo Cars BV. A condition for this is that the purchase of the relevant items has taken place within a period of 8 working days before the return request. Return Requests must be made stating the number of the invoice/order confirmation and accompanied by a clear description of article numbers, quantities and the reason for the return request. Maturo Cars BV expressly reserves the right not to honour requests. If Maturo Cars BV allows goods to be returned, Maturo Cars BV will assign a return number (RMA) to the customer. The return number (RMA) is valid for a period of 8 working days from the date of issue. During the aforementioned period of 8 days, the goods must be delivered to Maturo Cars BV. When returning the goods, the return number must be clearly stated on the enclosed packaging documents. Only items that are complete, in unopened and undamaged condition and in their original packaging, without (printed) adhesive tape and without written text on the packaging, can be returned and accepted. The customer bears all responsibility regarding the goods that are returned. Except in the case of a clear mistake on the part of Maturo Cars BV, the costs for return shipment are at the expense of the customer and Maturo Cars BV has the right to charge a fee for handling the returned goods.

Article 11. Warranty

11.1 The warranty with regard to the articles delivered by Maturo Cars BV is limited, both in terms of content and duration, to the warranty granted by the manufacturer.

11.2 The warranty with regard to the delivery of automobiles or the making of adjustments to automobiles is limited to what has been contractually agreed in this regard.



11.3 Warranty provisions are only valid for the use of the delivered goods corresponding to the destination.

Article 12. Liability

12.1 Maturo Cars BV is never obliged to pay compensation for direct or indirect damage, resulting from / or caused by defects in delivered goods or services or by the non-functioning, late or incorrect functioning of the goods / products and / or services, except in case of intent or gross negligence on the part of Maturo Cars BV. Any liability for trading loss (business interruption, loss of income, etc.), data loss or reduction, and/or consequential damage, regardless of the cause, including delays in the delivery of goods and services, is expressly excluded.

12.2 Maturo Cars BV is not liable for damage caused to the customer or third parties by its employees and/or third parties engaged by it, for whatever reason or by whatever cause, except in the event of intent or gross negligence attributable to Maturo Cars BV. debt.

12.3 Maturo Cars BV is not liable for damage of any nature whatsoever, which has arisen or been caused by incorrect, careless or incompetent use, or by use for other than normal purposes of goods delivered by Maturo Cars BV.

12.4 The customer indemnifies Maturo Cars BV and its employees against claims from third parties for compensation of material and immaterial damage, which is caused directly or indirectly by (use of) the goods delivered by Maturo Cars BV, unless the damage is the result of intent/gross fault of staff of Maturo Cars BV and/or third parties engaged by it.

12.5 The liability of Maturo Cars BV under the agreement concluded with the customer is limited under all circumstances to the invoice amount of the agreement excluding VAT.

12.6 Any claims from the customer must be submitted to Maturo Cars BV within eight working days after the execution of the agreement, failing which all claims on that basis will lapse.

Article 13. Default

13.1 The customer is deemed to be in default by operation of law and the (remaining) debt will be immediately due and payable in the event:

- a. The customer does not or does not timely comply with any obligation under the agreement, in particular the payment;
- b. Maturo Cars BV has good grounds to fear that the customer will fail to fulfil its obligations and that it does not comply with a written demand stating those grounds to declare itself willing to fulfil its obligations within a reasonable term set in that demand;
- c. The customer applies for his own bankruptcy, is declared bankrupt, assigns his estate, submits a request for suspension of payment, or if all or part of his assets are seized and this is not lifted within 10 days after attachment;
- d. The customer proceeds or decides to discontinue or transfer his company or a significant part thereof, including the contribution of his company to a company to be established or already existing, or proceeds or decides to change the objectives of his company or to dissolution;
- e. Of death, if the customer is a natural person.

13.2 In the cases referred to in Article 13.1, Maturo Cars BV is entitled without any obligation to pay compensation and without prejudice to its rights, such as rights with regard to costs or interest already due and the right to compensation, and without notice of default or legal intervention being required. required:

- a. to declare the agreement dissolved in whole or in part by a written notice to that effect to the customer and/or
- b. to claim immediately and in full any amount owed by the customer to Maturo Cars BV and/or
- c. to invoke the retention of title established pursuant to Article 7.

Article 14 Applicable law and disputes



14.1 All agreements concluded between the parties and legal relationships arising therefrom are exclusively governed by Dutch law.

14.2 All disputes arising from or related to the agreement to which these terms and conditions apply or the relevant terms and conditions themselves and their interpretation or implementation, will, insofar as the law permits, be settled by the competent court in Amsterdam, at the discretion of Maturo Cars. BV, unless otherwise agreed.

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