

Terms and Conditions of Delivery and Payment MRT Engines B.V., Veghel (NL)

These general terms and conditions are applicable to all agreements with regard to purchase and performance of work, concluded between MRT Engines B.V. and buyers/customers operating a business or exercising a profession.

Article 1 -Definitions

In these terms and conditions the terms below have the following meaning:

MRT Engines B.V.: the engine overhaul company which sells/supplies goods and/or performs work directly or indirectly for buyer/customer. Hereinafter referred to as "MRT", "we", "us" or "our".

Buyer: the person, operating a business or exercising a profession, who purchases goods from MRT.

Customer: the person, operating a business or exercising a profession, who gives MRT an assignment to perform work (or have it performed).

'Goods' shall mean inter alia: (vital parts/separate components of) exchange engines/completely overhauled engines and/or (vital parts/separate components of) exchange technical components/completely overhauled technical components, pertaining to vehicles/vessels or stationary installations. A exchange engine here shall mean a completely overhauled and assembled engine, whether or not with appendages, but at least fitted with cylinder head(s), valve cover(s), distribution cover and oil sump. A completely overhauled engine applies as a completely overhauled and assembled engine where overhaul was carried out in individual assignment. An exchange technical component applies as a completely overhauled and assembled technical component (for example an electronic transaxle component, a steering column, a transmission system, etc.). A completely overhauled technical component applies here as a completely overhauled and assembled technical component where overhaul was performed in individual assignment. Partial overhaul/separate component overhaul applies as work where only a part or a separate component of the goods is overhauled in individual assignment.

Article 2 - General

1. These terms and conditions are applicable to all offers and agreements of purchase and/or services rendered to buyer/customer by MRT (whether or not a legal entity or natural person) operating a business or exercising a profession. The applicability of general terms and conditions used by the buyer/customer are explicitly rejected.
2. Parties to these terms and conditions will always be referred to on the one hand as MRT Engines B.V. (or as "MRT", "we", "us" or "our"), and on the other hand as buyer/customer.
3. Derogations from these terms and conditions may only be agreed on in writing. Agreed derogations do not affect the validity of the other terms and conditions and do not apply for more than one transaction.
4. MRT is entitled to amend these terms and conditions at any time.

Article 3 - Formation of the agreement

1. All offers and estimates made in any way and by anyone for MRT and/or wherever made are no more than indicative and are made based on the prices and specifications applicable at the time of concluding the agreement. If the indicative price is or threatens to be exceeded by more than 20% MRT shall contact the customer in order to discuss the additional costs. In that case the customer shall be entitled to cancel the agreement, while compensating MRT for work already carried out.
Images, drawings, statements of capacities and further specifications are as accurate as possible yet not strictly binding for MRT. Minor deviations are allowed whereas in the event of interim model changes MRT is entitled, without the buyer/customer's prior knowledge, to make technically required amendments to goods bought by him and/or to goods offered by him for work to be carried out.
2. Oral commitments or agreements made by or on behalf of MRT are only binding if and insofar as confirmed in writing.
3. If MRT has not provided a written agreement, the written confirmation from MRT, or the delivery note, or the invoice from MRT shall be the proof of the existence and content of the agreement without proof to the contrary.

Article 4 -Prices

1. Prices are calculated for delivery at the place of registration of MRT. For delivery elsewhere at the buyer/customer's request the additional costs are for his account.
2. All prices are in Euros and do not include packaging costs, turnover tax and other government levies due on sale and delivery. If assembly by MRT of the goods to be delivered has been agreed on, the price shall be calculated including the agreed assembly acts and the delivery of the operational goods at the location stated in the offer, but excluding packaging costs, turnover tax and other government levies due on sale and delivery.
3. In the event of price increases including those of importers and suppliers to MRT, and in the event of change in labour wages, taxes, social charges, other employment conditions, currency rates or similar circumstances, occurring after the agreement was concluded between parties, MRT is entitled to increase the agreed price in accordance with the aforementioned increase. A price change shall never constitute a ground to dissolve the agreement.

Article 5 -Delivery (of exchange goods)

1. Goods will be delivered to MRT's location, unless parties have explicitly agreed in writing on a different place of delivery. If transport of goods is agreed on, MRT shall determine the manner

- of transport. Goods are always transported at the buyer/customer's risk, irrespective of who has paid for the transportation costs and irrespective of whether they are transported to or from MRT. At the buyer/customer's request and for his account the goods may be insured. The transporter's terms and conditions shall not set aside or take precedence over the provisions contained in this section.
2. If the buyer/customer refuses to accept the goods offered by MRT within three days of the time that buyer/customer is informed that they are ready, all arising costs (including freight and storage costs according to MRT's rate or the rates charged locally) are for the buyer/customer's account. The goods are also for the risk of buyer/customer from that time onwards.
 3. The risk of goods accepted by MRT in trust for performance of work or otherwise, without prejudice to intent or gross negligence of MRT, remains with buyer/customer.
 4. Delivery of exchange goods
 - a. The exchange goods sold to the buyer/customer shall be packed in a standard manner by MRT. The packaging is provided on loan to the buyer/customer. Packaging remains property of MRT. The buyer/customer must return the packaging undamaged to MRT. Packaging is subject to a deposit, unless otherwise agreed. If the buyer has not returned the packaging means within 6 months of purchase of the exchange goods MRT is no longer required to return the packaging/deposit amount. This does not affect the buyer/customer's obligation to return the packaging.
 - b. On purchase of exchange goods, the buyer/customer will be charged a deposit unless otherwise agreed. If the buyer/customer does not return the old goods to be exchanged in within 6 months of the purchase of the exchange good and/or not in an assembled state and/or not safely packed or with all coolant and oil removed, MRT is no longer required to return the deposit charged to the buyer/customer. This does not affect the buyer/customer's obligation to return the old goods.
 - c. The deposit which is charged by MRT is just a symbolic amount. In these cases when the real value of the old goods is higher than the deposit money, extra costs will be charged towards the buyer/customer.
 - d. Exchange goods are only sold based on return of the old goods. The old goods must be of the same make, type and composition and may not be broken, cracked, welded, incomplete or damaged in any other way whereas its vital parts (for an engine the block, cylinders, crankshaft and camshaft) must be in such a condition that they can be overhauled in a normal way. If the delivered goods do not comply then the extra charges shall be for account of the buyer/customer and a further invoice will take place.
 - e. Exchange goods can be supplied with deviant oil sump and/or valve cover. In these cases, the buyer/customer has to be replaced from the old good, on his own expenses, the necessary parts, after a searching inspection and cleaning.
 - f. MRT reserves the right to adapt the exchange goods conform their own specifications, in case this has a positive influence on the quality of the exchange good. An example is that in some applications we do not equip the engine with balance shafts.
 - g. For environmental and safety reasons the buyer/customer must pack the old goods safely and fully drained of coolant and oil at his own expense. The buyer/customer is liable for all damage to the engine overhaul company and/or third parties arising from improper delivery of old goods to be traded in. The buyer/customer indemnifies the engine overhaul company in this respect.
 - h. Sale with purchase
When a new engine and/or any other good is sold with simultaneous trade-in of a used engine and/or any other good and the buyer continues to use the used engine and/or other good while awaiting the delivery of the new engine and/or other good, the used engine and/or other good shall not become the property of the engine overhaul company until it has actually been delivered to him. Such continued use of any good shall take place entirely for the buyer's account and at his risk.
 5. Deliveries by us are always 'ex works MRT (Veghel, Netherlands) (EXW) and in accordance with the most recent version of ICC Incoterms.

Article 6 -Delivery period

1. The time of delivery applies as the date of delivery of goods or the work performed as laid down in the agreement concluded between parties, or any earlier or later as further agreed by parties. Early delivery is permitted at all times.
2. If no delivery date has been agreed, MRT shall inform the buyer/customer in time beforehand in writing when the goods shall be ready at MRT's location for the buyer/customer or when they shall be delivered to the agreed location.
3. Delivery times, whether or not explicitly stated, are only an approximation and never apply as a firm deadline. Non-timely delivery by MRT may never be a valid reason for the buyer/customer to dissolve the agreement with MRT, unless there is a case of an explicitly agreed delivery term and this term has been exceeded by more than 60%. Even at the end of this extended term MRT must first be notified of default in writing by the buyer/customer, whereby MRT has a term of at least one month to observe, before MRT can be considered to be in default. The buyer/customer, however, if he does not wish to exercise his right to dissolve the agreement pursuant to this article or if he is not entitled to dissolve, may cancel the purchase agreement but only in writing when the delivery term has been exceeded. When the delivery term has been exceeded by a period of up to four weeks the buyer/customer may cancel, provided he pays to MRT an amount of 10% of the price of the cancelled goods within five working days of the date of the cancellation, or subject to payment of the work already carried out. If the buyer/customer has not paid this amount within five working days, MRT may inform the buyer/customer in writing that it requires observance of the agreement concluded. In that case the buyer/customer may no longer invoke cancellation.

Article 7 - Replaced materials or goods

Replaced materials or goods will only be made available to the buyer/customer if such has been expressly requested when placing the repair order. In all other cases such materials shall become MRT's property without the buyer/customer having any right to receive any kind of compensation in this respect.

Article 8 - The payment

1. Unless expressly agreed upon otherwise in writing, payment of the full agreed price must have been remitted before delivery without set-off, deduction or suspension by the other party, or shall be effected in cash at the moment of delivery. Delivery will also mean performing work.
2. For purchases or orders on account, the payment must have been received no later than fourteen days after the invoice date, in an account to be determined by MRT, without any discount or appeal to set-off or suspension.
3. The buyer/customer must at first request, which MRT is entitled to at all times, make an advance payment or down payment or furnish security required by a seller/repairer for the correct observance of his obligations in a manner determined by MRT.
4. If the buyer/customer has not paid the full agreed price or not on time he is in default without a notice being required. Without prejudice to the rights further accruing to MRT, MRT in such a case is entitled to charge the legal interest for commercial transactions on the amount due, increased by 2% annually, per day from the due date in question. This increase in the amount due is regarded as a condition on which we grant delayed payment, without prejudice to the obligation to pay by the agreed date.
5. If MRT is forced to pass the claim on to a collection agency, besides its further claims to compensation, MRT shall be entitled to payment of all costs incurred, both legal as well as extrajudicial costs which latter costs shall be at least 15% of the amount due with a minimum of Euro 114, by the other party.
6. The debts of customers / purchasers to MRT are regarded as payable at MRT's place of business.
7. Payment by the customer/ purchaser must be in 'Euro's', unless explicitly otherwise agreed.

Article 9 -Dissolution

1. If the buyer/customer, after being notified of default in writing, fails to observe his obligations towards MRT within 14 days, the agreement shall be dissolved by law without legal intervention, unless MRT demands performance of the agreement. The foregoing also applies without prejudice to the provisions of article 8 section 4 of these terms and conditions.
2. If the buyer/customer has failed imputably in the observance of his obligations vis-à-vis MRT and the agreement has been dissolved, the buyer/customer shall forfeit a fine, due on demand to MRT without notification or legal intervention of 15% of the agreed sum. This is without prejudice to the right of MRT to claim full compensation and reimbursement of costs of recourse (including the costs as meant in article 8 section 4).
3. If MRT requests observance of the agreement pursuant to section 1, the buyer/customer shall owe MRT at the end of the term referred to in section 1 of 14 days, for each day which passes without observance, an immediately due fine of 3% of the agreed purchase sum. This is without prejudice to the right of MRT to claim full compensation and reimbursement of costs of recourse (including the costs as meant in article 8 section 4).
4. Without prejudice to the provisions in this article, MRT is authorised without notification or legal intervention and without prejudice to further rights which it has, to dissolve or suspend the agreement fully or partially with immediate effect if the buyer/customer dies, applies for moratorium of payments, files for bankruptcy or if his bankruptcy is filed for or pronounced. In these cases any claim from MRT against the buyer/customer is due on demand and in full without MRT being required to pay compensation and/or afford guarantees. In all cases in which the buyer/customer has knowledge of facts and/or circumstances which give him good reason to suspect that his obligations vis-à-vis MRT shall not be observed he is required to inform MRT thereof immediately.

Article 10 -Force majeure

1. In the event that the performance of an agreement by MRT is encumbered or becomes impossible as the result of force majeure, it is entitled to dissolve the agreement, insofar as not yet performed, by way of written statement, notifying the buyer/customer of the circumstances which have made further performance difficult or impossible.
2. Force majeure in the meaning of these terms and conditions shall mean but is not limited to:
 - war or a similar situation, riots, sabotage;
 - fire, lightning strike, explosion, leaking of hazardous substances or gasses;
 - power cuts, factory or company malfunctions of any kind;
 - boycott, sit-down strike, picket lines insofar as performed by others than employees in MRT's employment;
 - transport hindrances, hold-ups due to frost, import and export prohibitions;
 - non-attributable failings of third parties, engaged by MRT for performance of the agreement;
 - all hindrances caused by government measures;
 - epidemics;
 - theft, embezzlement or damage to goods in warehouses, the workplace or other company premises of MRT, or during transport;
 - as well as any other circumstances meaning that the normal course of affairs of MRT's business is obstructed, as a result of which the observance of the agreement cannot reasonably be expected from MRT. The provisions of this section also apply if these circumstances affect suppliers to MRT and other third parties it has engaged.

3. If a force majeure situation occurs on the side of MRT it shall inform the buyer/customer thereof as soon as possible, stating whether delivery is still possible and if so when.
4. If delivery is not permanently impossible due to force majeure but not possible within a term of 3 months after the agreed delivery date, both parties are entitled to dissolve the agreement by informing the other party thereof in writing, without either party being entitled to compensation from the other party, Such a notification shall have to take place within 1 week of the (receipt of the) notification as meant in section 3.

Article 11 - Title Retention

1. MRT reserves the title to all goods delivered by it to buyer/customer as long as the buyer has not fully complied with all of his payment obligations for these goods. If in the scope of the sale MRT has carried out work to be paid by buyer/customer, the retention of title applies until buyer/customer has also paid its claim in full in this respect. The retention of title also applies for claims which MRT may have against the buyer/customer due to the buyer/customer's failing in one or more obligations vis-à-vis MRT. The transfer of the risks shall pass however under all circumstances to the buyer/customer as soon as the goods have been delivered to the buyer/customer by MRT.
2. For as long as the right of property with respect to any good has not yet passed to the buyer/customer, the latter is obligated to take out any and all insurance policies required by law to cover the use of the good concerned, as well as an insurance to cover the whole or partial loss thereof (cover against fire, theft and damage). The buyer/customer is also obligated to have the delivered good maintained for his account.
3. MRT is not obligated to indemnify the buyer/customer in any way against any claims which might arise as a consequence of his liability as holder (detentor) of the good concerned. The buyer/customer however, does indemnify MRT against any and all claims which any third parties might have against MRT and which may in any way be connected with the agreed retention of title.
4. The title of the delivered goods has been reserved by MRT to serve as security for all obligations of the buyer/customer and/or its subsidiaries vis-à-vis MRT until the buyer/customer has complied with all its obligations.
5. Goods that are still owned by MRT but are also owned by one or more suppliers on account of the fact that adjustments / processing acts have meanwhile taken place shall remain the joint property of the relevant suppliers, with the exclusion of buyers/customers. The ratio of ownership rights is divided in proportion to the delivered invoiced value per supplier of the total invoiced value of the joint suppliers.
6. The buyer/customer hereby transfers, with immediate effect, all claims obtained from sales of goods reserved by MRT in respect of present and future deliveries of goods with all ancillary rights to MRT in order to guarantee the reservation of title for MRT.
7. If a good delivered by MRT, of which MRT has a reservation of title, is imported into another member country of the European Union, the law of that member country controls the reservation of title, if that law contains more favourable terms for MRT.
8. As long as a reservation of title rests on the goods delivered by MRT, the customer cannot burden this outside its ordinary activities; more specifically, the customer is not permitted to burden the goods with regard to any finances in the circumstances before mentioned.
9. The customer must immediately inform MRT of claims or claim attempts by third parties to seize goods on which MRT has any co-ownership rights.
10. The customer has already granted MRT the right to enter all places where MRT property is located in order to exercise the ownership rights in occurring situations.
11. The customer is obliged to store MRT goods with the accuracy required, separated and obviously recognizable as MRT property.
12. The customer is obliged to take care that the MRT property, also with regard to the quality assurance criteria and traceability of goods in the production chain, is not mixed with other goods. In case of mixing, MRT becomes co-owner of the mixed stock of goods, in proportion of the invoice value of the goods originally delivered by MRT.
13. In case of treatment or processing of the goods by or on behalf of the customer, it is supposed to be done (also) by order of MRT and MRT receives the co-ownership right in the goods newly created in proportion of the invoice value of the goods originally delivered by MRT.
14. If MRT cannot appeal to her (co-) ownership rights because the goods have been mixed, processed or checked, the customer is therefore obliged to pledge the newly created goods to MRT at first request.
15. In that case, MRT is also entitled to retrieve the goods on which it has reservation of title, when there are circumstances from which MRT can reasonably conclude that the goods will not be paid for (in a timely fashion), even when payment is not claimable yet.

Article 12 -Right of retention

In case any repair work has been carried out, MRT has the right to exercise a right of retention on the good concerned, if and for as long as:

- the charges for the work that has been carried out on the good have not or have not fully been paid by the customer;
- the charges for work previously carried out by MRT on the same good have not or have not fully been paid by the customer;
- the other charges (including payment of damage, interest and costs) arising from the contractual relationship with MRT have not or have not fully been paid by the customer.

Article 13 - Liability

1. MRT is only liable towards buyer/customer for damage which is the foreseeable and direct

consequence of an imputable failing on the side of MRT in the performance of its obligations of the agreement between it and the buyer/customer. Any form of consequential damage or indirect damage is excluded from payment. This shall include inter alia: loss of profit, damage due to delay (other than statutory interest), damage due to loss of value, lost enjoyment, lost profits or loss suffered, damage in relation to costs for towing or replacement transport or rent and lease costs, damage for any extra freight costs, damage to goods of third parties or damage to third parties, loading damage, damage due to infringement of patents, licenses or other rights of third parties caused by use of data provided by or on behalf of the buyer/customer, or damage or loss, for any cause, to raw materials, semi-finished products, models, tools and other goods provided by the buyer/customer as well as personal or immaterial damage.

2. Insofar as MRT is required to reimburse damage due to the provisions of section 1 this will only refer to damage it is insured against or reasonably should have been insured against, provided that it never exceeds the maximum insured or maximum reasonably to be insured amount. The provision here is intended to establish a damage limitation.
3. With regard to the condition of the work and/or goods provided by MRT, its liability towards the buyer/customer does not exceed the specifications of the guarantee terms and conditions, as set forth in article 14. The buyer/customer does not have the rights allocated by law to a buyer/customer not operating a business or exercising a profession, such as the right pursuant to Book 7 Netherlands Civil Code that the goods correspond to the agreement on delivery.
4. Any other claim to damages, for whatever reason, is excluded.
5. The buyer/customer indemnifies MRT against all claims of third parties unless MRT is liable according to this article.
6. Our liability shall be limited to deliveries of goods within the mainland of Europe. Each and every claim for compensation in connection with a (onward) delivery to a non-European country or an overseas area of a European country is excluded.

Article 14 -Guarantee

1. For deliveries of new goods (including parts and materials) the guarantees apply if and insofar as these have been provided by the manufacturer, importer or supplier.
2. Work carried out in assignment of MRT by a third party will be subject to no other guarantee than that received by MRT from this third party.
3. MRT gives a guarantee (within the European Economic Area) from the date of delivery of the goods or from the date of delivery of the completed work:
 - for a trade-in good supplied for a stationary installation (including trade-in engine, trade-in technical component) and/or (for such an installation) a completely overhauled good (including engine, technical component) for a period of 24 months after the invoice date, such, however, until the installation has run 2,000 hours;
 - for a trade-in good supplied for a vehicle or vessel (including trade-in engine, trade-in technical component) and/or a (for such a vehicle or vessel) completely overhauled good (including engine, technical component) for a period of 24 months after the invoice date, such, however, up to either the engine having run a maximum of 2,000 hours or it having covered a distance of 100,000 kilometres (whichever maximum is reached first);
 - part overhaul/separate component overhaul for a stationary installation carried out by it for a period of 3 months after the invoice date, such, however, until the installation has run 500 hours;
 - for a vehicle or vessel where part overhaul/separate component overhaul took place for a period of 3 months after the invoice date, such, however, up to either the engine having run a maximum of 500 hours or it having covered a distance of 25,000 kilometres (whichever maximum is reached first).
4. Unless prior to the agreement otherwise agreed in writing with the buyer/customer, the guarantee is only given to the buyer/customer and does not apply for subsequent legal successors. Third parties, in any capacity whatsoever, are not entitled to invoke these guarantee provisions under any condition.
 - a. The guarantee with regard to a trade-in good means that MRT shall remedy the shortcomings established within this term.
 - b. With regard to goods completely overhauled in assignment, the guarantee means new performance of incorrectly performed work as well as replacement of the parts delivered which become defective during the guarantee period.
 - c. Repair and/or replacement of cylinder blocks, cylinder heads, fuel pumps and crankshafts which were not performed or delivered by or under responsibility of MRT are not under guarantee unless defects can be attributed to MRT's incorrectly performed work.
 - d. Only in case the goods are used for passenger cars or light commercial vehicles, all other applications like industrial or marine applications excluded, the guarantee can be increased, until 1 year after invoice date, with the costs for the necessary incorporation and extension of the goods, calculated according to flat rate times and the actual hourly rate of MRT. The parts replaced under guarantee become property of MRT.
 - e. The guarantee obligation lapses if the buyer/customer does not meet or has not met his payment obligations on time. The buyer/customer is not entitled to refuse payment pursuant to the fact that MRT has not yet met its guarantee obligations or not in full.
 - f. The rights to guarantees lapse if third parties, without written consent (issued after price estimate announced beforehand by the buyer/customer) from MRT have performed work related to the work carried out by MRT with regard to which the guarantee is invoked. The guarantee applies for the buyer/customer however if the need for immediate repair occurred elsewhere and this can be demonstrated by the buyer/customer based on the data of the other contractor and/or based on the broken parts. If repair takes place in the Netherlands, the third-party contractor should also be a member of BOVAG. Reimbursement of the costs of repair is made based on the price level as applicable at MRT providing the guarantee. This payment shall

never exceed the costs actually incurred.

g. Excluded from guarantee are:

- defects to materials or parts that were prescribed or made available by the buyer/customer;
- defects, which are the result of designs, drawings, constructions or working methods, made available by the buyer/customer or advice given by the buyer/customer;
- defects to built-in electric components;
- defects to fuel systems if tank and additional components were not rinsed and/or renewed. The guarantee also does not apply for repair of engine defects, which arise as the result of using fuel that is not suitable for the engine (according to manufacturer's instructions on prescribed fuel use) or for which the engine was not made suitable by MRT;
- also engine damage caused by failure of and/or incorrect use of the electronic components and/or the electronic outer parts is excluded from guarantee, just as defects to goods which are not material or constructional errors (such as for example defects as a result of normal wear and tear, internal and external contamination, rust and paint damage, transport, freezing, overheating, overburdening and/or dropping the product);
- defects arising which are the result of: intent, neglecting to perform normal or prescribed maintenance, incorrect incorporation, connection or amendments made by third parties, bad treatment, wrong (or other than foreseeable normal) use are also excluded from guarantee;
- neither is there a claim to guarantee with regard to defects which arise as a result of the appendages pertaining to the goods, but not checked by MRT, as well as with regard to defects and damage which are caused by using the vehicle or vessel in competitions or speed trials.

5. The original guarantee term is not extended by replacement.

6. Performed activities / repairs are warranted up to 3 months after the date of the invoice, however subject to a liability that is limited to at most the amount of the invoice.

7. Deliveries of second-hand engines are warranted up to 3 months after the date of the invoice, however subject to a liability that is limited to at most the amount of the invoice. Deliveries of second-hand parts are excluded from warranty.

Article 15 -Complaints

1. Complaints with regard to goods provided or work performed by MRT must be reported in good time to MRT, yet in any case within 8 days of the reason for the complaint being discovered, or when it could reasonably have been discovered, on penalty of lapse of claims. This period commences at the time of actual delivery of goods and/or the time when work is carried out.
2. If the buyer/customer wishes to complain, he must allow for MRT to inspect the delivered goods (or have them inspected), on penalty of lapse of the right of appeal to shortcomings. If the complaint is deemed founded, the costs of this inspection and returning the delivered goods are for MRT's risk and account. If the complaint was unfounded, the costs for inspection and returning the delivered goods are for the buyer/customer's account.
3. Goods returned will not be accepted unless coordinated beforehand in writing with MRT. They must be sent carriage paid and properly packed (inter alia, safely and fully drained of coolant and oil).

Article 16 - Registration of personal data

The buyer/customer's personal data which are stated on the order confirmation may be registered by the seller/repairer in accordance with the Personal Data Protection Act. This registration will enable MRT to: execute the agreement, to comply with its guarantee obligations towards the buyer/customer, to provide optimal service and to provide the buyer/customer with current product information, as well as to prepare customised offers. In addition the personal data may be made available to third parties, for example for use of direct mailing activities for vehicles. Any objections made by the buyer/customer to MRT using his personal data in the meaning of the Personal Data Protection Act for direct mailings shall be respected and acted on.

Article 17. Choice of law and jurisdiction

1. Exclusively Dutch law shall govern every agreement between MRT and the buyer/customer. The applicability of the Vienna Sales Convention is explicitly excluded. This choice of law applies insofar as no law or treaty text prevents it.
2. Any disputes that may arise from an agreement such as described in these terms and conditions, or from agreements resulting from such an agreement, if they cannot be resolved by mutual discussion, shall be taken to court and settled by the competent court at 's Hertogenbosch (Netherlands). Notwithstanding the above, MRT reserves the right to refer a dispute to, in accordance with the procedural rules of the Netherlands Arbitration Institute in Rotterdam (Netherlands).

Article 18 -Conflict with statutory provisions

If any provision of these business delivery and payment terms and conditions is not applicable or violates public order or the law, then the provisions in question shall be deemed unwritten, but the remaining terms and conditions shall remain fully in force. MRT reserves the right to amend the voided provision for a lawful one.

Article 19 - Original language

Even if these delivery and payment terms and conditions are provided in a language other than Dutch, in the event of doubt the Dutch version of the terms and conditions shall be decisive.