

GENERAL TERMS AND CONDITIONS - ANDEX-RENT B.V.

A. PREAMBLE

ANDEX-RENT B.V. (hereinafter "ANDEX-RENT") is a private limited company under Belgian law, registered with the 'Kruispuntbank van Ondernemingen' under number 0837.078.623, with its registered office at 2240 Zandhoven, Veerstraat 203.

These general terms and conditions apply to every sales promise, order, and sale of vehicles by ANDEX-RENT (the "sale") to any customer based in the European Economic Area as well as any third country (hereinafter the "customer"). They shall be deemed to apply automatically, unless a legal representative of ANDEX-RENT agrees in advance to deviate from them through a written agreement.

Under no circumstances can the customer's general and/or specific terms and conditions be deemed applicable to any sale by ANDEX-RENT to the customer.

By signing the order form, the customer is deemed to have been sufficiently informed of these general terms and conditions and to have agreed to them without reservation.

B. PLACING ORDERS

All orders must be placed through ANDEX-RENT's Order Desk via the following means:

Email: brendon@andex-rent.be, peter@andex-rent.be, and christian@andex-rent.be.

ANDEX-RENT expressly reserves the right to accept or reject orders in whole or in part. ANDEX-RENT also reserves the right to postpone deliveries, reduce quantities, or cancel already accepted orders in the event of unforeseen circumstances, without granting the customer any right to compensation. Under no circumstances will ANDEX-RENT be deemed to have accepted the customer's orders, whether implicitly or explicitly, unless written confirmation is obtained from a legal representative of ANDEX-RENT. No modification or cancellation of an order by the customer will be accepted by ANDEX-RENT unless it has been previously and in writing accepted by a legal representative of ANDEX-RENT.

C. PRICES – INVOICING – PAYMENT TERMS

Prices. All sales by ANDEX-RENT are subject to the prices agreed upon in the accepted order form. The prices mentioned in the order form are net and exclusive of VAT and do not include any tax or

levy imposed or to be imposed on the purchased goods. Any tax, levy, charge, or other service to be paid under the applicable regulations of an exporting country, importing country, or when the goods are in transit shall be entirely and exclusively borne by the customer.

Price Revision. ANDEX-RENT reserves the right to revise prices throughout the year. The new prices will immediately apply after notification by ANDEX-RENT to the customer. Any order placed after the notification of the new prices will be deemed an unconditional acceptance by the customer of the new prices.

Pro Forma – Payment. All pro forma invoices from ANDEX-RENT are payable by bank transfer, and payment must be received in ANDEX-RENT's bank account within 14 working days from the arrival of the vehicles at ANDEX-RENT's premises. If payment is not received within this period, ANDEX-RENT reserves the right to cancel the sale or charge default interest to the customer as provided by the Belgian Law of August 2, 2002, as well as an amount of 40 euros to cover the collection costs until full payment of the outstanding amount. Default interest will run automatically from the first day of delay in payment by the customer. The customer owes ANDEX-RENT a fee equal to the interest cost paid by ANDEX-RENT on its lines (based on Euribor 1 month and a mark-up of 1.25%) and a parking fee of €2.5 per day, which starts running from the 15th day after the vehicles have been delivered to ANDEX-RENT.

In all cases of cancellation of the sale, the customer's paid deposit shall automatically remain the full property of ANDEX-RENT, as a lump-sum and irrevocable compensation. ANDEX-RENT has the right to claim higher compensation if the actual damage is higher, regardless of the storage costs of the goods.

The risks are transferred to the customer from the moment the goods are loaded on ANDEX-RENT's premises and/or the agreed date for delivery of the goods has elapsed.

ANDEX-RENT also reserves the right to retain documents related to the goods until full payment of the goods in question.

D. DELIVERY – RESERVATIONS

Transfer of Ownership and Risks. Contrary to Article 1583 of the Civil Code, ownership of the goods will only transfer to the customer after full payment to ANDEX-RENT. The transfer of legal ownership of the goods is thus suspended until full payment by the customer to ANDEX-RENT of the agreed price in the order form, as well as any default interest in case of late payment by the customer and costs incurred by ANDEX-RENT.

Incoterms. Delivery of the goods is subject to the Incoterm 2020 ExWorks place of storage of ANDEX-RENT. Transport, insurance, collection, and customs clearance of goods are solely the responsibility of

the customer. If ANDEX-RENT incurs any costs prior to the customer collecting the goods, these will be invoiced to the customer. The customer undertakes, if necessary, to inform third parties of the ownership reservation of ANDEX-RENT.

Goods Collection - Delivery Times. Unless there is an expressly and mutually agreed-upon clause in the agreement, the sold goods must be inspected, accepted, and collected at the facilities of ANDEX-RENT no later than within 7 calendar days after the customer has paid for the vehicles to ANDEX-RENT.

After the expiration of the 7 calendar days, the customer owes ANDEX-RENT a fee for using the parking lot, which is equal to €2.5 per day.

All delivery times of ANDEX-RENT are purely indicative unless otherwise stated in the agreement. In case of a delay in execution, the customer waives any possible recourse against ANDEX-RENT, in particular (without limitation) the granting of any price reduction and/or compensation of any kind.

E. LIABILITY CLAUSE

ANDEX-RENT declares that it has taken out the necessary insurance and disclaims all responsibility for work that would have been entrusted to members of its staff without its intervention.

Upon signing the order form, the customer declares that they are authorized to purchase vehicles or have work carried out by ANDEX-RENT and that there are no contractual or legal provisions preventing them from doing so. If this statement does not correspond to reality, the customer will indemnify ANDEX-RENT against all possible harmful consequences thereof.

Any liability of ANDEX-RENT under the agreement with the customer is at all times limited to the amount covered by the insurance policies subscribed to by ANDEX-RENT and always within the limits of the coverage provided for in the relevant case. If, for any reason, no payment is made under the said insurance policies, any liability of ANDEX-RENT under the agreement with a customer is limited to the amount actually paid by the customer for the services and work of ANDEX-RENT. Any claim against ANDEX-RENT under the agreement with the customer expires in any case if ANDEX-RENT has not been notified of the claim in writing within 6 months of the discovery of the event or circumstance giving rise to the liability. ANDEX-RENT's liability is in any case limited to the foreseeable, direct, and personal damage suffered. ANDEX-RENT is not liable under any circumstances for consequential or indirect damage on the part of the customer, including, but not limited to, loss of data, time, turnover, income, opportunities, clientele, expected savings or benefits, cost increases, production limitations, potential damage, loss of profit, damage to reputation, interruption or stagnation of activities, or claims by third parties of any kind whatsoever. To the extent that ANDEX-RENT is dependent on a third party in the performance of the tasks, services, and/or deliveries, ANDEX-RENT can only be held liable for any damage resulting from its proven direct

fault. Any errors on the part of the third party for which ANDEX-RENT is not liable cannot be attributed to ANDEX-RENT.

ANDEX-RENT has the right to terminate the agreement with the customer at any time, without notice or compensation, without prior judicial intervention, without prior notice, with immediate effect, without payment of any compensation, in any of the following cases: (1) if the customer, despite prior written notice by ANDEX-RENT with a notice period of at least 14 calendar days, fails to properly and timely fulfill one or more of their obligations towards ANDEX-RENT under the agreement, (2) if ANDEX-RENT has valid reasons to doubt that the customer will fulfill their obligations towards ANDEX-RENT under the Agreement, (3) the (voluntary or involuntary) initiation of bankruptcy proceedings, judicial reorganization, dissolution, or provisional administration of the customer, or if the customer finds themselves in a situation of manifest inability. ANDEX-RENT will notify the customer by email of the termination of the agreement under this article. In the event of such termination, ANDEX-RENT also reserves the right to claim from the customer the costs, interest, and damages suffered by ANDEX-RENT as a result of this, and all claims of ANDEX-RENT against the customer become immediately, automatically, and fully due and payable.

F. CONFIDENTIALITY AND DATA PROTECTION

Any information shared between ANDEX-RENT or the customer regarding the sale of goods must be considered strictly confidential and may not be disclosed to third parties unless there are legal or judicial obligations on the parties to disclose such information. The confidentiality obligation will apply to each of the parties for a period of 5 years after the acceptance of the order form by ANDEX-RENT.

The customer and ANDEX-RENT each declare that they will comply with their legal obligations regarding the processing of personal data under relevant regulations. By signing the order form, the customer expressly agrees that ANDEX-RENT has the right to process certain personal data (such as contact information, billing information, customer data) of the customer for the purpose of selling the goods, monitoring the sales and delivery process of the goods, as well as for receiving marketing emails (with the customer always having the option to opt-out), receiving event and seminar invitations, and receiving future commercial proposals from ANDEX-RENT. ANDEX-RENT hereby guarantees that the necessary security and technical measures are taken to protect its IT systems against data breaches. In case the customer wishes to exercise their rights regarding their personal data (such as the right of access, erasure, correction, etc.), an email can always be sent to info@andex-rent.be.

Despite ANDEX-RENT's reasonable efforts to protect its emails and other electronic files from viruses and any other defects that may affect computers or an IT system, it remains the sole and full responsibility of the customer to take the necessary and appropriate measures to protect and safeguard their computers and/or IT system against these viruses or defects. ANDEX-RENT accepts no liability of any kind for any loss and/or damage resulting from or in connection with the receipt or use of electronic communications and/or files originating from ANDEX-RENT.

G. MISCELLANEOUS CLAUSES

These general terms and conditions constitute the entire agreement between the parties, unless an additional agreement is concluded between the parties.

Failure to enforce a right under these general terms and conditions shall not be considered a waiver of that right, nor shall it in any way expand or modify the rights of the other party.

If one or more provisions of these general terms and conditions are found to be void, invalid, or unenforceable for any reason, the remaining provisions of these general terms and conditions shall remain in effect.

Belgian law exclusively applies to the sale of goods by ANDEX-RENT to the customer, as well as these general terms and conditions. All disputes concerning the interpretation or execution of these general terms and conditions and/or the agreement between ANDEX-RENT and the customer fall under the exclusive jurisdiction of the courts at the registered office of ANDEX-RENT, unless ANDEX-RENT, acting as the plaintiff, chooses to bring the case before any other competent court.

Executed in Zandhoven, July 2023.