

Spares in Motion General Terms of Sale

These General Terms of Sale (“the GTS”) apply to all commercial transactions between Spares in Motion B.V., having its principal place of business in Rotterdam, the Netherlands and being registered with the Dutch Chamber of Commerce under number 54956242 (hereafter: “Spares in Motion”) and any business placing orders through Spares in Motion (hereafter: “Customer”).

Article 1. Spares in Motion platform

- 1.1 Spares in Motion operates an online platform through which Customer may from time to time place orders for products available from various suppliers or request suppliers to issue quotations. Spares in Motion operates as an intermediary, purchasing from suppliers and re-selling to Customer upon orders, and facilitating quotations from suppliers upon request.
- 1.2 To the best of its knowledge, Spares in Motion guarantees that product information and pricing for items available for order on the platform is correct. However, Spares in Motion may change such information at any time. The content of requested quotations is entirely the responsibility of the supplier in question and Spares in Motion has no involvement. Spares in Motion uses its best efforts to have the platform available over the internet at all times, however without any guarantees. Spares in Motion strives to improve the platform and to correct bugs and limitations.
- 1.3 From time to time Spares in Motion may take the platform offline for maintenance. Spares in Motion will try to do so only when usage of the platform is relatively low.
- 1.4 Customer shall register with Spares in Motion. Spares in Motion will issue an account through which Customer can place orders or request quotations. Spares in Motion reserves the right to refuse registrations or to cancel accounts in case of abuse of the platform.
- 1.5 Orders or requests for quotations shall be regarded as binding on Customer if placed through the account. In case Customer suspects account credentials have been compromised he must inform Spares in Motion as soon as possible.

Article 2. Orders and quotations

- 2.1 Customer may either order one or more products directly or issue a request for a quotation for particular products.
- 2.2 Orders shall be between Customer and Spares in Motion.

- 2.3 Upon receipt of a request for quotation, Spares in Motion shall have the supplier issue a quotation within three working days. Quotations are valid for fourteen days after issuance. Acceptance of quotations through the platform creates a binding order between Customer and Spares in Motion.
- 2.4 Orders are final upon placement. Customer may only cancel orders if this option was offered in the product information or if indicated in the order confirmation. Cancellation may incur cancellation fees.
- 2.5 Spares in Motion shall confirm orders within three days of receipt. Order confirmation depends among other things upon item availability with the supplier(s).

Article 3. Delivery

- 3.1 Spares in Motion shall deliver the ordered item(s) on the delivery date indicated in the confirmation.
- 3.2 Spares in Motion shall have the supplier(s) deliver the order to Customer under INCOTERMS Ex-works unless the confirmation identifies another option.
- 3.3 Spares in Motion shall deliver the ordered item(s) of the agreed-upon quality and within the delivery date agreed with the Customer.
- 3.4 Customer shall inspect and accept or reject the delivery within no more than seven (7) days of delivery. If Customer has not rejected the delivery within that period, the delivery shall be deemed to have been accepted. Rejection may be based only on a clear deficiency of the item(s) in question compared to the order.
- 3.5 In case of a bad performance, Spares in Motion shall be liable only for the costs of repairing such performance or refunding the purchase price upon return of the delivery.
- 3.6 Ownership of ordered item(s) shall transfer to Customer upon acceptance of the delivery and payment of all relevant invoices, whichever occurs last.

Article 4. Product warranties

- 4.1 Spares in Motion warrants that product information, in particular the price, of items available for orders is accurate and that it has the right to offer the products for sale. Further, Spares in Motion warrants that it has the right to publish the product information, including any pictures, on the platform.
- 4.2 Spares in Motion warrants that information on availability, prices and expected delivery dates for items are accurate for the date an order for such items is placed.
- 4.3 Spares in Motion warrants that the sale of the products to Customer is legal under applicable law.
- 4.4 Where the supplier offers warranties on product quality, Spares in Motion in cooperation with the relevant supplier(s) shall facilitate access to such warranties for the benefit of Customer

Article 5. Confidentiality

- 5.1 Each party shall during the term of the Agreement and for a period of three years thereafter hold the other party's confidential information in strict confidence and shall take reasonable precautions to protect such confidential information against unauthorized usage or disclosure.
- 5.2 Information shall be regarded as confidential if marked as such or if its confidential nature should have been reasonably clear under the circumstances of disclosure.
- 5.3 Information shall lose its confidential nature if the receiving party can prove the information is available from the public domain. Further, a party may disclose confidential information of the other party to the extent it is required to do so under a valid order of a governmental agency or court of competent jurisdiction, provided that it shall give the other party reasonable notice of such order.

Article 6. Applicable law and disputes

- 6.1 This Agreement is concluded under Dutch law. The applicability of the Vienna Convention for the International Sale of Goods is explicitly excluded.
- 6.2 Any disputes in connection with this Agreement shall be brought before the court of Rotterdam, the Netherlands.
- 6.3 All correspondence between the parties shall be in the English language.