GENERAL TERMS AND CONDITIONS TRUCKS.NL B.V.

1.1 In these General Conditions for buyers of services and products from Trucks.nl B.V., trading under the trade name Tnl Business, and further referred to as Tnl Business, the following terms shall have the following meanings:

- TrucksNL: the online platform TrucksNL and all her related websites, on which supply and demand of new and used trucks, trailers, machines, cars, company cars, buses, all parts thereof, and anything else that serves to increase the ease of also offers all kinds of related or unrelated products and services; the products and services;
- Services: the service of Tnl Business, consisting of the fact that Tnl Business offers space on its Business offers space on its website to those who are interested, for a fee, to (among other things) place ads about products for sale. Tnl Business also provides services that consist of applying for, maintaining and managing domain names as well as other of other forms of application for various services such as online marketing services and website construction;
- Buyer: any person, natural or legal, who enters into an agreement with Tnl Business
- Agreement: any person, legal or natural, who enters into an agreement with Tnl Business regarding the purchase of services as mentioned above;
- Website: the website www.trucks.nl, the website www.trucksnl.com and the website www.tnlbusiness.com;

1.2 These terms and conditions apply to all agreements and all other use of the services of Tnl Business;
1.3 An agreement with a customer does not come into being until both parties have signed the text of the agreement drawn up and approved by Tnl Business;

1.4 Every agreement, including those with customers from outside the Netherlands, is deemed to be entered into with the Dutch private company Trucks.nl B.V;

1.5 The receipt of a customer’s application for the services or products of Tnl Business shall be deemed to constitute the customer’s acceptance of the contents of these General Terms and Conditions;

1.6 Deviations from these Conditions are only valid if they are agreed upon in writing. The applicability of any terms and conditions used by the buyer is expressly rejected;

1.7 If any provision of these terms and conditions is invalid or is declared null and void, this will not affect the validity of the other provisions. Should any provision of these terms and conditions be void or voided, this shall not affect the validity of the remaining provisions. The void or voided provision will then be replaced by a new provision that is as close as possible to the apparent meaning and intent of the invalid intention of the void or annulled provision, but which can stand the test of justice; or stand the test of justice;

1.8 Tnl Business is at all times authorized to change these terms and conditions and will draw the amended provisions to the attention of the customer in the prescribed manner.

**Article 2. The provision of services**

2.1 The objective of Tnl Business is to bring together suppliers and purchasers of means of transport, machines and other goods referred to under 1.1 via its websites. In doing so, Tnl Business role of facilitator: Tnl Business shall never be a party to the agreement that is concluded between the
between the customer and a third party. As a result, Tnl Business will never be responsible and liable for what has been agreed between those parties and the consequences thereof. As far as necessary, the customer indemnifies Tnl Business against any claims by third parties with whom third parties with whom the customer does business via Tnl Business. Tnl Business also sells one-time services and products (such as building websites for third parties and online marketing campaigns);

2.2 Within its capabilities, Tnl Business pays the utmost attention to the content of its websites. However, some of that content is provided and entered by third parties. For that information, Tnl Business can obviously not bear any responsibility. The customer and any other user of the facility is personally responsible for the accuracy, correctness and completeness of the information provided by him or her;

2.3 Maintaining or improving the quality of the service requires periodic maintenance of the websites, with the possible consequence that the websites will be temporarily put wholly or partially out of operation. In that case, the customer and third parties shall never have any claim to compensation unless there is such a long-term and structural problems, that it can reasonably be said that Tnl Business has thus permanently failed to meet its delivery obligation, in which case the customer may claim repayment of part of the subscription fee.

of part of the subscription fee. Compensation for lost sales or loss of income shall never be possible;

2.4 Tnl Business may register a domain name at the request and on behalf of the customer. If the customer does not fulfil his obligations under the agreement, including those under these general terms and conditions, Tnl Business conditions, then Tnl Business has the right to change the domain name, to let it expire or to cancel it. expire or cancel the domain name.
Article 3. The way of using the service of Tnl Business

3.1 The services of Tnl Business can only be used by means of a subscription, unless parties explicitly agree that it is a one-time service;

The potential customer can register for the desired package and/or service through the website;

3.2 By registering (digitally) as an interested party, the customer does not make a definitive commitment.

However, the data he provides (including the company name, contact person, e-mail address and telephone number) must of course be correct. The buyer is also fully responsible for the correctness of all information which he provides in his advertisement to be placed about the product to be offered;

3.3 By signing the agreement referred to below in paragraph 4, the customer implicitly declares that he is authorized to enter into the agreement and to provide data and, where necessary, that he has the permission of the ultimate decision-maker within his company;

3.4 After receiving the application Tnl Business will take care of drawing up an agreement. As soon as this has been signed by both parties, the customer can place his advertisement on the website of Tnl Business. The subscription starts from the date agreed in the aforementioned agreement. In the case of online registrations on the Tnl Business website, the agreement is deemed to have been entered into upon receipt of payment;

3.5 Tnl Business is at all times entitled to terminate the agreement for reasons of its own, which it is not required to disclose to a (potential) customer, to refuse to enter into an agreement, or not to renew a current subscription, or to dissolve a current agreement;

3.6 The (personal) data obtained by Tnl Business through the website about its contract partner (with whom he came in contact through the subscription), may only be used by Tnl Business for the purpose for which they are provided. Tnl Business is not allowed to use the data for any other purpose, including any form of unsolicited communication;
3.7 Tnl Business is entitled to shorten or modify the content of an advertisement where necessary. If the customer does not agree or if Tnl Business is of the opinion that the text provided is in violation of the law, these general conditions or the objectives of Tnl Business, then Tnl Business has the right to refuse the text/advertisement or to remove it without any compensation as a result;

3.8 The website(s) of Tnl Business contains references to third party websites. Tnl Business has no control over the content of those sites. It therefore takes no responsibility in this regard.

**Article 4. Duration of subscriptions and their termination**

4.1 A subscription is for the maximum duration of one year. Unless the subscription is terminated, it is considered to be (tacitly) renewed each time for the same maximum period of one year;

4.2 Notice of termination of the subscription must be given in writing. Termination of the subscription does not entitle to crediting of already invoiced amounts. Termination of the subscription can only take place per the first of the following month with observance of a notice period of two months;

4.3 Each of the parties has the right to terminate the subscription with immediate effect without written notice or judicial intervention if the other party is in a state of bankruptcy, has applied for a moratorium or has otherwise lost free control over its assets.
Article 5. Prices and payment

5.1 The price of the service depends on the chosen subscription and/or the chosen one-off service. The customer receives a monthly invoice, which must be paid in time, whether or not by direct debit by Tnl Business. Collection will take place monthly around the tenth day of the month, unless the parties have agreed on payment per quarter or per year;

5.2 When applying for a subscription, the customer can authorize Tnl Business to collect the amount due by direct debit, valid until

5.2 When applying for a subscription, the customer may provide Tnl Business with an authorization for direct debit, valid until the end of the subscription. The customer is ensure sufficient balance on the direct debit account specified by it.

If the direct debit is unsuccessful, the customer is in default from the day that the agreed amount would normally have been collected;

5.3 If the subscription costs cannot be collected due to a cause that is for the customer’s account and risk, the customer shall be in default from the day on which the agreed amount would normally be collected.

5.3 If the subscription costs cannot be collected due to a cause that is at the customer’s expense and risk, Tnl Business will charge default interest equal to the statutory (commercial) interest. This interest is due from the day of default.

In such case, the customer is also due a penalty of € 10 for each violation of the payment terms;

5.4 If the customer remains in default of payment, all reasonable costs incurred by Tnl Business to obtain payment, both judicial and extrajudicial, shall be borne by the customer. These collection costs will be calculated on the basis of the based on the maximum rate pursuant to the Dutch Collection Costs Act (WIK). The extrajudicial costs will be a minimum of € 100 per default;
5.5 The fixed subscription costs and the one-off costs will be paid in advance, regardless of the type of subscription. The fee for any additional work and any other fees will be collected monthly in arrears;

5.6 In the event of liquidation, bankruptcy or suspension of payment of the customer, the outstanding claims of Tnl Business on the customer are immediately due and payable;

5.7 In case of default of payment, Tnl Business has the right to discontinue its services with immediate effect, without the payment obligation lapsing as a result. After the (overdue) payment has been made, Tnl Business will assess whether resumption of service is possible, possibly under conditions to be specified, is possible;

5.8 Tnl Business has the express right to raise or lower the prices of products and/or services.

Article 6. Rules of Conduct

6.1 The client guarantees towards Tnl Business:

○ That the content of the advertisement to be placed by him/her is not in violation of the Dutch laws and regulations, or, if the client is based abroad, that there is no conflict with laws and regulations in the country where buyer is located. The customer guarantees that the text is not unlawful towards third parties;

○ That with his text he will not harm or bother any (legal) persons;

○ That the content of his advertisement is completely true and that placed images are unedited, original and freely placeable;

○ That he will not harm the interests and honor and reputation of Tnl Business and will not misuse the services of Tnl Business.

6.2 The client shall indemnify and hold Tnl Business harmless against any claims by third parties;
6.2 The client explicitly indemnifies Tnl Business against any claims by third parties based on any infringement by the customer of the rights of third parties by virtue of their intellectual property property;

6.3 The customer is not allowed to sell any subscription and/or other rights resulting from the agreement with third parties for payment or free of charge, unless with the express written permission of consent of Tnl Business;

6.4 The subscription is strictly personal. The customer may not use or transfer to any third party, for payment or free of charge, unless expressly authorized by Tnl Business.

6.5 The customer who acts contrary to these general conditions, may be excluded by Tnl Business from further use of the website and other services. All this does not affect the payment obligation within the subscription until the date on which the subscription would have ended normally. Tnl Business also reserves the right to take measures against the customer if necessary and to bring any infringements to the attention of the competent authorities.

Article 7 Intellectual property

7.1 All intellectual property rights of Tnl Business, including (but not limited to) the website, the texts and images on it, the design, the databases, the audio materials and trademarks, belong to Tnl Business and/or its licensors;

7.2 The intellectual property rights to texts which are unmistakably made by or on behalf of customers, remain with the customer or producer;

7.3 The customer will indemnify Tnl Business against any claim by third parties based on alleged infringement by the customer of intellectual property rights of others;
7.4 If there is any alleged infringement within the meaning of paragraph 3, it is the responsibility of the customer, not of Tnl Business, to defend itself against it or to take action against the allegedly injured party.

**Article 8. Force Majeure**

8.1 Tnl Business will no longer be obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure;

8.2 Furthermore, force majeure prevents the customer from dissolving the agreement and from claiming compensation for damages;

8.3 In these General Terms and Conditions, force majeure means (in addition to what applies in the relevant provisions of the law and case law): all external causes, foreseen and unforeseen, over which Tnl Business has no control, but as a result of which Tnl Business is unable to meet its obligations under the agreement. This includes any Internet traffic disruptions and any work stoppages at the company of Tnl Business or suppliers.
Article 9. The complaints procedure

9.1 If a customer has complaints about the services and/or website(s) of Tnl Business, he must make this known in writing to Tnl Business, but preferably by e-mail and in a substantiated way to the e-mail address support@tnlbusiness.com;

9.2 Tnl Business will respond to the complaint within 14 days. If the complaint is declared valid, Tnl Business will do everything possible to put the customer in the position he would have been in if he had filed a complaint.

If the complaint is justified, Tnl Business will do everything possible to put the customer in the position he would have been in if filing a complaint had not been necessary.

Article 10. Liability

10.1 Tnl Business is only liable for damages if they are the result of intent or gross negligence on its part. Within this context, damage is understood to be the costs that the Buyer reasonably had to make:
- to determine the cause and extent of the damage
- to eliminate the situation causing the damage
- to prevent further damage or limit the damage;

10.2 Tnl Business shall never be liable for indirect damages such as, but not limited to, consequential damage, loss of profit, missed savings, damage because of stagnation of business or damage as a result of loss of data;

10.3 Tnl Business shall never be liable for damage resulting from incorrect or improper use by the customer of its website and other facilities;

10.4 If Tnl Business is liable, such liability shall be limited to a maximum of the invoice amount for the duration of the agreement. If there is an agreement with a duration
If the agreement has a duration of more than one year, then the liability is limited to the amount of the invoice over the agreed period of the agreement.

of the invoice over the agreed invoice period;

10.5 The Customer shall fully indemnify Tnl Business against all possible claims by third parties which in any way

10.5 The customer fully indemnifies Tnl Business against all possible claims by third parties that in any way result from and/or are related to the information placed on the website by the customer. information placed on the website by the customer. This includes any claim that is based on the assertion that the information placed infringes any intellectual property right of third parties.

Article 11. Applicable law

11.1 All agreements or legal relationships of Tnl Business with any customer or counterparty to which these general conditions apply, are governed by Dutch law.
applicable. This shall also apply if an obligation is fully or partially performed abroad or if a customer is a party to the agreement.

This also applies if an obligation is wholly or partially fulfilled abroad or if a customer is established or resides abroad.
is domiciled abroad;

11.2 All disputes that arise between Tnl Business and a customer and about which no solution can be reached in good consultation, must be submitted to the Dutch courts to be designated by Tnl Business.

Tnl Business to the Dutch court to be appointed, in principle in Arnhem. Should they agreement, then the parties are also free to submit their dispute in a binding manner to an arbitration institution chosen jointly;

11.3 The parties will not appeal to an independent court until after they have done their best, if possible, to resolve the dispute by mutual consultation. consultation, if necessary with the assistance of a mediator, to settle their dispute.

11.3 The parties will not appeal to an independent court until after they have tried to settle their dispute in good consultation, if necessary with the assistance of a mediator.
Article 12 Privacy statement and personal data

12.1 This privacy statement concerns information on how Tnl Business collects and processes personal data for various purposes. Privacy is very important to Tnl Business and we want to be transparent in how we collect, process and protect data. Tnl Business is the data controller. All data is carefully processed and secured, all within the limits of the General Data Protection Regulation (AVG);

12.2 In this privacy statement, Tnl Business provides insight into the data that is collected and for what purposes Tnl Business processes it. Before the customer creates an account with Tnl Business or fills out our contact form, the customer is asked to consent to the collection and processing of your data as described in this statement;

12.3 In the event that the customer wishes to review his data, have it changed or remove it, Tnl Business requests the customer to contact us via privacy@tnlbusiness.com. Tnl Business will respond to this request within four weeks;

12.4 The personal data that Tnl Business collects are: Name and address details, IP addresses, bank account numbers, telephone numbers and other data that the customer provides to Tnl Business, for example when creating an account. In addition, Tnl Business places cookies for tracking purposes, among others. The Customer can read more about this in the cookie policy of Tnl Business (see attached appendix);

12.5 Tnl Business collects the aforementioned data to be able to provide services, such as logging in to the website or performing contract agreements. In addition, Tnl Business uses contact data to send newsletters, to inform the customer of offers from our partners and to communicate changes in services or products. Tnl Business does not provide customer's data to third parties, unless this is necessary for the execution of an agreement or to comply with legal obligations. The retention period of the customer's data will not be longer than necessary to achieve the above goals. If the customer has any objections to this, the customer can contact privacy@tnlbusiness.com;

12.6 Tnl Business takes the protection of customer data seriously and takes appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure and unauthorized changes. If the customer has the impression that his data are not properly secured or there are indications of abuse, Tnl Business asks the customer to contact privacy@tnlbusiness.com;

12.7 By accepting these General Terms and Conditions the customer agrees to the cookie policy of Tnl Business, as described in the annexe Cookie Statement Trucks.nl B.V.

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