

General Terms and Conditions of Carrus BV/Carts-parts.com

ARTICLE 1. | DEFINITIONS

Unless the nature or the essence of these provisions dictates otherwise, the following definitions are applicable in these General Terms and Conditions.

Carrus: acting under the trading name Carrus BV or Carts-parts.com, the user of these General Terms and Conditions, based at Kwekerijweg 8, 3709 JA in Zeist, registered in the Trade Register under Chamber of Commerce number 37061115.

Other Party: the natural person or legal entity with whom Carrus has entered into or intends to enter into an Agreement.

Consumer: the Other Party as referred to in paragraph 2 who is not acting in the performance of a profession or business.

Agreement: every agreement formed between the Other Party and Carrus under which Carrus has agreed to supply Products and/or undertake Activities.

Products: all goods to be sold to and to be delivered to the Other Party within the framework of an Agreement, such as golf carts and golf cart parts.

Activities: all activities to be undertaken within the framework of the Agreement by Carrus, such as maintenance, repair and assembly activities.

Written: both traditional written communication and communication by e-mail.

ARTICLE 2. | GENERAL PROVISIONS

These General Terms and Conditions are applicable to every offer from Carrus and every Agreement entered into.

These General Terms and Conditions are also applicable to Agreements the performance of which requires the involvement of third parties.

The applicability of any general or other terms and conditions of the Other Party is specifically excluded.

Only Written deviations from these General Terms and Conditions shall be valid. If and insofar as the parties have agreed a Written deviation from these General Terms and Conditions, that which the parties have specifically agreed in writing shall be applicable.

Annulment or invalidity of one or more of these provisions shall not affect the validity of the other clauses. In such a case the parties are obliged to enter into mutual dialogue in order to implement a replacement arrangement with regard to the affected clause. In so doing, the purpose and the essence of the original provision shall be taken into account as much as possible.

ARTICLE 3. | OFFER AND FORMATION OF THE AGREEMENT

Each offer from Carrus is without obligation unless a period for acceptance is stated in the offer.

The Other Party cannot derive any rights from an offer from Carrus that contains an obvious error or mistake, nor can the Other Party derive any rights from an offer from Carrus that is based on incorrect or incomplete information provided by the Other Party.

A combined quotation does not oblige Carrus to fulfil part of the offer at a corresponding part of the quoted price.

The Agreement shall be formed via offer and acceptance. If the Other Party's acceptance deviates from the offer from Carrus the Agreement shall not be formed in accordance with this deviating acceptance unless stated otherwise by Carrus. If Carrus issues an assignment confirmation or order confirmation to the Other Party, this confirmation will be deemed to accurately and fully reflect the

Agreement, unless the Other Party has lodged a complaint with Carrus within appropriate time after the issue of the relevant confirmation.

If the Other Party concludes the Agreement (partly) on behalf of another natural person or legal entity it declares by entering into the Agreement that it is authorised to do so. In addition to this natural person or legal entity, the Other Party is jointly and severally liable for complying with the obligations arising under that Agreement.

ARTICLE 4. | TIMES AND THIRD PARTIES

If Carrus is dependent on information provided by the Other Party for the performance of the Agreement the lead-times and/or completion/delivery times shall commence no sooner than after Carrus has received this information.

Carrus shall endeavour to observe the lead-times and/or completion/delivery times agreed between the parties, but these times shall never be strict deadlines. The Other Party shall not invoke any rights it has under law any sooner than after it has given Carrus Written notice of default providing a reasonable period of time within which Carrus can still fulfil the Agreement and that fulfilment has still not occurred after the aforementioned period of time has lapsed.

Carrus has the right at all times, under its responsibility, to transfer the full or partial performance of the Agreement to third parties.

ARTICLE 5. | DELIVERY ON SALE

Depending on what has been agreed, the delivery of the ordered Products shall take place by collection of the Products from the Carrus premises or by delivery to a delivery address notified by the Other Party. In the event of absence of a delivery address, the address on the invoice shall be deemed to be the delivery address.

Unless agreed specifically otherwise, in the event of delivery, the shipping method and the packaging of the Products shall be determined by Carrus.

The risk of loss and damage in relation to the Products shall transfer to the Other Party at the moment that the Products have been received by the Other Party or a by a third party designated by the Other Party.

The Other Party is obliged to accept the purchased Products at the moment that they are made available to or delivered to him. If the Other Party refuses to accept the Products for any reason or fails to provide information or instructions required for delivery to take place the Products shall be stored at the expense and risk of the Other Party after Carrus has notified the Other Party about this. In that case, the Other Party shall owe a reasonable price for the storage of the Products, over and above the purchase price.

Carrus has the right to deliver orders in parts. If orders are delivered in parts Carrus shall have the right to invoice for each part separately.

ARTICLE 6. | ADDITIONAL PROVISIONS FOR THE RESALE OF PRODUCTS

If the Other Party uses the Products for resale, this Article also applies.

The Other Party is obliged to sell the Products under its own name, at its own risk and at its own expense. The Other Party shall never be entitled to represent Carrus as an agent or otherwise.

The Other Party must present the Carrus trademarks as well as the Products supplied that carry those trademarks in a prominent and consistent way in accordance with the characteristic identity of the trademarks used. Advertisements and other communication with the Other Party's customers must be consistent with the characteristic identity of the Carrus trademark. The Products must be presented in a way that does not detract from the nature of the Carrus trademarks.

At the instigation of Carrus every presentation of the Products supplied that carry the Carrus trade name must be presented to Carrus for approval before publication, if and insofar as graphic or text-related elements included in the presentation do not originate directly from Carrus. Carrus shall not unreasonably withhold approval.

ARTICLE 7. | MAINTENANCE CONTRACTS

If maintenance Activities are to be undertaken on the basis of a continuing performance contract the Agreement shall state the term of this contract.

After the end of the agreed duration the maintenance contract shall be automatically extended each time by the originally agreed term unless the Agreement is terminated in a timely manner in accordance with the following paragraph.

A maintenance contract shall end after notice has been given and with due regard for the Written notice period notified to the Other Party by Carrus towards the end of the term.

In deviation from paragraph 2, if the Other Party is acting in the capacity of a Consumer then after the end of the originally agreed term the Agreement shall not be extended automatically by the originally agreed term but shall be automatically extended for an indefinite period. Termination of an automatically extended Agreement that has been entered into with a Consumer shall take place with due observance of a notice period of a maximum of one month.

ARTICLE 8. | OTHER PARTY OBLIGATIONS WHEN UNDERTAKING ACTIVITIES

If it is agreed that the Activities are to be undertaken at Carrus premises the Other Party must ensure that the goods to which the Activities relate are made available to Carrus in a timely manner.

If it is agreed that the Activities are to be undertaken at the Other Party's premises or at a different location as specified by the Other Party, the Other Party must ensure the correct and timely provision of all arrangements, facilities and other conditions that are required for proper performance of the Activities. At its own risk and expense, the Other Party must ensure that: the persons assigned by Carrus to perform the Activities are able to access the location at the agreed time and that they are able to perform the Activities during normal working hours. If Carrus deems it necessary, the Other Party must provide the opportunity for the Activities to be performed outside of normal working hours. Carrus shall notify this in a timely manner to the greatest extent possible; all preparatory Activities have been undertaken in order to allow Carrus to be able to make an immediate start on the performance of the Agreement. Carrus will notify the Other Party in a timely manner about preparatory Activities that the Other Party may reasonably not be aware of; the access roads to the location are suitable for the transport of all items necessary for the performance of the Activities; the designated location is suitable for the storage of the aforementioned items; all reasonable safety and precautionary measures have been taken and shall be maintained during the performance of the Activities; insofar as applicable, Carrus has timely access to the approvals of third parties required for the Activities, as well as to the other information to be provided by the Other Party within the framework of the performance of the Activities.

The Other Party must provide Carrus with all information relevant for the planning and performance of the maintenance, repair and/or assembly Activities and must do so in a timely, correct and complete manner. Furthermore, the Other Party must always provide Carrus with its full assistance required for the performance of the Activities. The Other Party shall take all reasonable measures in order to optimise the performance of the Agreement.

Carrus must be able to use the mains power, water and other reasonably required facilities free of charge at the Other Party's premises or at an alternative location designated by the Other Party.

In the event that the agreed Activities are to be performed at the Other Party's premises or at another location designated by the Other Party, the Other Party guarantees that free parking is available in the immediate vicinity of the location where the Activities are to be performed. If the parking is not free of charge the costs shall be charged on to the Other Party.

If the Other Party fails to comply with its obligations as referred to in the previous paragraphs then, without prejudice to that which is stipulated in the remainder of these General Terms and Conditions, Carrus shall have the right to suspend the performance of the Agreement and to charge the Other Party for any delay/waiting hours and damage suffered.

ARTICLE 9. | CHANGE TO THE AGREEMENT AND ADDITIONAL WORK

If, during the performance of the Activities, it appears that for the proper completion of the Activities it is necessary to change or to supplement the Agreement, the parties shall proceed to change the Agreement in a timely manner and through mutual dialogue. If the nature, extent or content of the Agreement is subject to quantitative and/or qualitative change this can have consequences for that which was originally agreed. As a result of this, the originally agreed price can be increased or decreased. Carrus shall provide a quote for this as much as possible in advance.

In the event that the Other Party wishes additions or changes to be made to that which has been agreed, the associated additional costs shall be charged to the Other Party. Carrus shall notify the Other Party in a timely manner about the need to charge on the costs referred to here unless the Other Party should reasonably have understood that these costs will be charged on.

A change to the Agreement can result in a change to the originally stated performance term. The Other Party accepts the possibility of changes to the Agreement, including the change in price and performance term. If the Agreement is changed or supplemented, Carrus shall have the right to only implement it after the Other Party has accepted the changed price and other terms and conditions, including the term to be set during which the Activities will be performed. The non-performance or non-immediate performance of the amended Agreement shall not constitute a breach on the part of Carrus and shall not form any ground for termination of the Agreement by the Other Party.

If, after entering into the Agreement, circumstances arise or emerge whereby the price increases, which circumstances can be blamed on the Other Party due to the provision of incorrect information, the additional costs shall be at the expense of the Other Party, unless Carrus should have discovered the incorrectness of the information provided by the Other Party prior to establishment of the price. Carrus shall notify the Other Party in a timely manner about the need to charge on the costs referred to here.

Without being in default, Carrus can refuse a request for a change to the Agreement if observance of the amended Agreement cannot be reasonably demanded of Carrus.

Agreements encompassing additional work, except in respect of that which is stated elsewhere in this Article, shall be made in mutual consultation and recorded in writing as much as possible.

ARTICLE 10. | INSPECTION AND CLAIMS

The Other Party is obliged to immediately inspect Products on delivery and the completion of the Activities in order to check that the nature and the quantity of the Products or that which has been completed complies with the Agreement, including – amongst other things – an assessment as to whether there is evidence of damage caused by the transport of the Products.

If, in the opinion of the Other Party, that which has been delivered or completed does not comply with the Agreement, the Other Party must notify this immediately to Carrus.

If a defect cannot have been reasonably detected at the time of delivery or completion, the Other Party must notify such defect in writing to Carrus within seven days after the Other Party was aware or could reasonably have been aware of the defect.

If the Other Party fails to make a claim on time there shall be no obligation whatsoever on the part of Carrus in respect of such a claim by the Other Party.

Also, if the Other Party makes its claim in a timely manner, the Other Party is still obliged to pay in a timely manner and to continue to comply with the Agreement.

Products can only be returned to Carrus after prior Written permission has been granted. Products are returned at the expense of the Other Party. The Other Party can claim a refund for the return costs if its claim is found to be valid.

The Other Party is obliged to pay invoices in a timely manner, including in situations involving returned Products. If the Other Party claims a refund this shall be on the basis of a credit note. Crediting shall take place within the term stated on the credit note unless the following sentence is applied by the Other Party. The Other Party is entitled to set off the credit note it has received against its next order.

That which is stipulated in this Article does not affect the Consumer's statutory rights.

ARTICLE 11. | GUARANTEE

Unless agreed specifically otherwise, the guarantee on the Products is limited to any factory guarantee included in the delivery from the manufacturer and which is transferred to the Other Party.

A guarantee provided by Carrus, the manufacturer or the importer does not affect the statutory rights and claims that Consumers can invoke against Carrus.

Without prejudice to that which is explicitly stipulated in any guarantee terms and conditions, each guarantee shall be cancelled if a product defect is the result of an external cause or cannot for the remainder be attributed to Carrus or its suppliers. This includes, non-exhaustively, defects resulting from damage, incorrect or improper use and use in conflict with the operating instructions or other instructions provided by or for Carrus.

ARTICLE 12. | SUSPENSION AND TERMINATION

Carrus has the right to suspend the performance of or, if the circumstances so justify, to immediately terminate the Agreement if the Other Party fails to meet its obligations under the Agreement, fails to meet these in a timely manner or fails to meet them fully, or if Carrus becomes aware - after entering into the Agreement - of circumstances that give good ground to fear that the Other Party shall fail to meet its obligations.

If the Other Party is declared bankrupt, if the Debt Management (Natural Persons) Act is declared applicable to it, if it applies for suspension of payments, if any attachment is placed on its goods or in cases in which the Other Party in any other way loses control of its assets, Carrus has the right to terminate the Agreement with immediate effect unless the Other Party has already provided satisfactory security for payments.

Carrus also has the right to terminate the Agreement if circumstances arise that are of such a nature that observance of the Agreement is impossible or that if it was to remain unchanged observance of it could not be reasonably demanded on the part of Carrus.

Insofar as this can be attributed to the Other Party, all additional costs and loss suffered as a result of the suspension and/or termination of the Agreement shall be at the expense of the Other Party.

The Other Party shall never claim any form of compensation in relation to the right of suspension and termination exercised by Carrus on the basis of this Article.

If Carrus terminates the Agreement on the basis of this Article all claims against the Other Party shall immediately become due and payable.

ARTICLE 13. | FORCE MAJEURE

Carrus has the right to suspend the performance of the Agreement if, as a result of force majeure, it is prevented from the (further) performance of the Agreement, without the Other Party having a right to claim any form compensation. Carrus shall notify the force majeure situation to the Other Party as soon as possible.

If the force majeure situation continues for longer than three months, or performance is permanently impossible, either of the parties shall be entitled to terminate the Agreement for the part to which the force majeure relates and may do so without the other party having a right to claim any form of compensation.

For performance that has already been delivered and for performance that may yet be delivered, the Other Party shall owe the agreed price as if there was a separate agreement in place for that, including in the event of force majeure.

ARTICLE 14. | PRICES, COSTS AND PAYMENTS

The offer provides the most accurate possible statement of the price factors including, though not limited to, product selling prices, and for Activities: a contract price, an hourly rate, travel expenses and the cost of material.

Unless stated specifically otherwise, the delivery charges shall be paid by the Other Party in the event that the Agreement only provides for the supply of the Products.

Unless stated specifically otherwise, all prices quoted by Carrus exclude VAT.

Carrus has the right to charge on to the Other Party price increases in cost-price-determining factors that occur after the formation of the Agreement. In deviation from the previous sentence, the Consumer has the right to terminate the Agreement if the changes that are passed on take place within three months after the formation of the Agreement and Carrus specifically refuses to comply with the Agreement in accordance with the original conditions.

Carrus has the right at all times to demand that the agreed price be partially or fully paid in advance. Unless agreed otherwise, payments must be made by means of bank transfer in the manner prescribed by Carrus and within the term stated on the invoice.

Carrus is not obliged to comply (further) with Agreements for as long as the Other Party is in default regarding advance payment or interim payment as referred to in the previous paragraph.

In the event of liquidation, bankruptcy, the applicability of the Debt Management (Natural Persons) Act or suspension of payments on the part of the Other Party, the claims against the Other Party shall become immediately due and payable.

If payment is late the Other Party shall be legally in default. From the date on which the default occurs the Other Party shall owe interest of 1% per month on the outstanding amount, whereby part of a month shall be classed as a full month. In deviation from the previous paragraph, instead of the contractual interest referred to in that paragraph, the statutory interest shall apply if the Other Party is acting in the capacity of a Consumer.

All reasonable costs, such as legal, out-of-court and enforcement costs incurred for the collection of the amounts owing by the Other Party shall be at the expense of the Other Party.

ARTICLE 15. | RIGHT OF RETENTION

Unless the claim is not yet due and payable immediately, Carrus has the right to suspend compliance with the obligation to deliver the goods that it has in possession under an order until Carrus's claim relating to the goods has been paid in full, including interest and costs.

ARTICLE 16. | LIABILITY

With the exclusion of an intentional act or wilful recklessness on the part of Carrus and with the exception of that which is stipulated in Articles 10 and 11, after delivery/supply Carrus is no longer liable for defects in the Products delivered/supplied.

Carrus is not liable for loss caused as a result of the incorrect or improper installation or assembly by the Other Party or by third parties of the Products supplied by Carrus.

Carrus shall not be liable for any loss arising because Carrus has based itself on incorrect or incomplete information provided by the Other Party.

Carrus shall never be liable for loss for which the manufacturer of the Products is responsible for product liability.

The Other Party is also responsible for loss caused by a failure on the part of the Other Party to meet obligations of the Other Party arising under law or under the Agreement, or for loss that is the result of another circumstance that cannot be attributed to Carrus.

Carrus shall never be liable for consequential loss, including loss of profit, loss suffered and damage as a result of business stoppage. If, despite that which is stipulated in these General Terms and Conditions, Carrus is nonetheless liable, only direct loss shall be eligible for compensation. Direct loss only means:

the reasonable costs for establishment of the cause and the extent of the loss, insofar as this establishment relates to loss eligible for compensation in the sense of these General Terms and Conditions;

any reasonable costs incurred in having the defective performance of Carrus comply with the Agreement, insofar as these costs can be imputed to Carrus;

reasonable costs incurred for preventing or limiting loss, insofar as the Other Party demonstrates that these costs have resulted in limiting the loss that is eligible for compensation in the sense of these General Terms and Conditions.

Should Carrus be liable for any loss, Carrus has at all times the right to restore the loss suffered by the Other Party. To this end, the Other Party must provide Carrus with the opportunity to do this, and if it fails to do so all liability on the part of Carrus shall be cancelled.

If, on the basis of the circumstances of the incident, further liability exists for Carrus, the liability shall be limited to a maximum of three times the Agreement invoice value, at any rate three times that part of the Agreement to which Carrus's liability relates.

The liability shall never amount to more than the amount that is paid out under the liability insurance that Carrus has concluded.

The time limit for all claims and defences against Carrus is one year. In deviation from the previous sentence, the time limit for claims and defences applicable for Consumers that are based on facts that would justify the assertion that the Products supplied are not in accordance with the Agreement is two years. The right to make a claim or provide a defence in relation to the existence of a default in a Product that has been supplied shall be cancelled if a claim is not made to Carrus within two months after discovery of the defect by the Consumer.

With the exception of an intentional act or wilful recklessness on the part of Carrus, the Other Party shall indemnify Carrus against all claims from third parties, irrespective of their nature, relating to compensation for loss, costs or interest associated with the performance of the Agreement by Carrus.

In the case of a Consumer sale the restrictions under this Article shall not extend beyond that which is permitted in accordance with Article 7:24, paragraph 2 of the Civil Code.

ARTICLE 17. | RETENTION OF TITLE ON SALE

All Products supplied by Carrus remain the property of Carrus until the Other Party has properly complied with all of its obligations under the Agreement.

The Other Party is not permitted to sell, pledge or in any other way encumber the Products that are subject to retention of title, insofar as this must not be deemed impermissible in the context of its normal business operations.

If third parties place an attachment on the Products that are subject to retention of title or if they wish to attach rights to those Products, the Other Party must notify Carrus of this immediately. The Other Party gives Carrus or third parties appointed by Carrus unconditional permission to enter all those places where the Products subject to retention of title are located. In the event of default on the part of the Other Party, Carrus has the right to recover these Products. All reasonable costs associated with this shall be paid by the Other Party.

ARTICLE 18. | CONCLUDING PROVISIONS

Each Agreement and all legal relationships arising from those Agreements are governed by Dutch law.

Before approaching the court the parties are obliged to put in every effort to resolve the dispute through mutual consultation.

Unless the law prescribes an alternative, only the court within the district of the place of establishment of Carrus shall be appointed to take cognizance of disputes.

The Dutch version of these General Terms and Conditions is decisive for their interpretation.

Special provisions for web shop sales

Article 1 up to and including 18 of these General Terms and Conditions are correspondingly applicable to web shop sales insofar as the nature or essence of the provisions below does not conflict with them.

ARTICLE 19. | DEFINITIONS

For the application of Articles 20 up to and including 28 of these General Terms and Conditions the terms below are defined as follows.

Agreement: each agreement formed between the Other Party and Carrus via the ordering process on the website and under which Carrus has agreed to supply Products.

Website: the Carrus website on which the Agreement is formed.

Right to terminate: the legal possibility offered to the Consumer to terminate the Agreement, without the need to provide reasons, within 14 days after receipt of the Products.

ARTICLE 20. | PRESENTATION OF THE GENERAL TERMS AND CONDITIONS

Before the Agreement is concluded, the text of these General Terms and Conditions shall be made available on the website to the Other Party so that the Other Party can easily store these General Terms and Conditions on a permanent data carrier. If this is not reasonably possible under the circumstances, the Other Party shall be informed, before conclusion of the Agreement, as to where these General Terms and Conditions can be viewed and about the fact that these will be sent by e-mail, free of charge, at the Other Party's request.

ARTICLE 21. | OFFER AND FORMATION OF THE AGREEMENT

The images shown and the Product details provided in the offer on the website provide a faithful or an as accurate as possible description of the offered Products. These details are sufficiently detailed to allow a proper evaluation of that which is being offered.

The Agreement shall be formed at the moment that the order from the Other Party is confirmed by Carrus by e-mail and the Other Party meets all of the terms and conditions contained in the offer.

The e-mail order confirmation sent by Carrus is deemed to have been received by the Other Party at the moment that the order confirmation was sent by Carrus. An error in the e-mail address provided by the Other Party shall be at the risk of the Other Party.

ARTICLE 22. | FULFILMENT AND DELIVERY

The Products ordered shall be delivered to the delivery address given by the Other Party unless it is specifically agreed that the Products are to be collected from the Carrus premises. If a delivery address is not given the invoice address shall be deemed to be the delivery address.

Carrus takes the greatest possible care when fulfilling and delivering the order.

Carrus is only responsible for fulfilling the order once the Other Party has complied with the terms and conditions stated in the offer.

ARTICLE 23. | FORCE MAJEURE

Carrus is not responsible for complying with any obligations under the Agreement if it is prevented from doing so due to a circumstance that cannot be attributed to it by virtue of the law, a legal act or a generally accepted practice. Amongst other things, force majeure means the situation whereby Carrus is unable to meet its obligations (on time) due to a failure on the part of its suppliers.

During the period of the force majeure, Carrus's obligations shall be suspended. If compliance with the Agreement is permanently impossible Carrus shall notify this as soon as possible to the Other Party and the Agreement shall be deemed to be terminated. Any payments already made shall be repaid as soon as possible to the Other Party.

Loss resulting from force majeure shall never be eligible for compensation.

ARTICLE 24. | RIGHT OF TERMINATION

With the exception of that which is stipulated in this Article and in Article 26, the Consumer can terminate the Agreement without giving reasons during a period of 14 days after receiving the Products.

The Consumer who invokes the right of termination can terminate the Agreement by submitting a request to Carrus in accordance with the instructions contained on the return form. As soon as possible after Carrus has been notified of the Consumer's intention to terminate the Agreement, and provided that the terms and conditions of this Article have been complied with, Carrus shall send an e-mail confirmation of the termination of the Agreement to the Consumer.

If the Consumer is entitled to a right of termination and invokes this right the Consumer must handle the Product and the packaging with due care during the period referred to in paragraph 1.

If the Consumer invokes the right of termination he shall return the Product, undamaged and together with all accessories supplied and in the original condition and packaging, to Carrus.

Without prejudice to that which is stipulated in the other sections of these General Terms and Conditions it applies that, if the Products supplied have reduced in value because the Consumer has done more than was necessary in order to evaluate the nature and/or the features of the Products, Carrus shall have the right to charge for this reduction in value, which it may or may not do by offsetting this against payments received from the Consumer.

Product returns must be undertaken within 14 days after confirmation from Carrus, in accordance with paragraph 2, that the Agreement has been terminated.

If the Consumer invokes the right of termination the costs of returning the Products shall be at the expense of the Consumer.

Carrus shall repay the Consumer the payments received less any reduction in value as quickly as possible though no later than within 14 days after termination of the Agreement, provided that the Products have been received by Carrus or the Consumer has demonstrated that the Products have actually been sent back.

ARTICLE 25. | RETURN OF PRODUCTS BY THE COMMERCIAL OTHER PARTY

The Other Party who acts in the capacity of a profession or business can return the Products during a period of 14 days after receiving the Products provided that:

- a) the delivery consists of parts for golf carts;
- b) returns are notified on the website by full completion of the return form. Incorrectly completed or incomplete return forms shall be rejected;
- c) the Products are returned within 5 working days after receipt by the Other Party using the RMA number issued to the Other Party by Carrus;
- d) the return of Products is accompanied by a copy of the RMA form and the invoice, as well as a statement of the reasons that have resulted in the return;
- e) the Products shall be returned in their original condition and packaging. Damaged Products, as well as Products that are not in their packaging in its original condition cannot be returned.

If and insofar as a failure on the part of Carrus is the reason for the return of the Products, all payments received from the Other Party shall be eligible for refund, or the payment that is due shall be cancelled and the costs of return shall be paid by Carrus.

If and insofar as failure on the part of Carrus is not the reason for the return of the Products, the Other Party shall only be entitled to a restocking fee of 20% and the costs of return shall be paid by the Other Party.

ARTICLE 26. | EXCLUSION OF THE RIGHT OF TERMINATION OR RIGHT TO RETURN THE PRODUCTS.

The right of termination as referred to in Article 24 and the right of the Other Party as referred to in Article 25 shall not be applicable if:

- a) the supply is for Products manufactured in accordance with specifications from the Other Party, which are not prefabricated, and which are manufactured on the basis of an individual choice or decision by the Other Party, or which are clearly intended for a specific person;
- b) the supply of digital content is not provided on a tangible carrier, insofar as the compliance started with the explicit prior permission of the Other Party and the Other Party has declared that it thereby waives its right of termination;
- c) products are supplied that, by virtue of Article 6:230P of the Civil Code, are excluded from the right of termination.

ARTICLE 27. | PRICES AND PAYMENTS

All Product prices stated are exclusive of shipping and delivery costs. These costs shall be charged to the Other Party.

Before the Agreement is concluded the total price owing by the Other Party shall be notified, including VAT and shipping and delivery costs.

Unless agreed specifically otherwise, payment is to be made by pre-payment in one of the manners specified by Carrus. The Other Party cannot invoke any right whatsoever in relation to the fulfilment of the order so long as the agreed pre-payment has not been received by Carrus.

Incorrect or incomplete payment details provided by the Other Party must be notified to Carrus immediately.

If payment by bank transfer is agreed payment must be made, in the manner specified by Carrus, within 14 days after the date of the invoice.

If payment is late, Carrus retains the right to deem the Agreement to be terminated and to no longer keep the relevant Products reserved for the Other Party, such being without prejudice to its right to claim compliance with the Agreement.

ARTICLE 28. | COMPLAINTS

Complaints relating to the performance of the Agreement must be sent to Carrus by e-mail, including a full and clear description, within good time after the Other Party has discovered the defect.

Complaints submitted to Carrus shall be responded to within a period of 14 days after the complaint has been received. If a complaint requires a longer period of time to be handled, a response will be given within the period of 14 days confirming receipt and indicating when the Other Party can expect a more detailed reply.