Supplier Delivery Conditions

Esterno Exclusive B.V., trading as Esterno Exclusive Automotive, Rosanderwaard 27, 2904 SK Capelle aan den IJssel, the Netherlands. Chamber of Commerce 42012427, VAT NL869284277B01.

These conditions apply to every order and purchase confirmation from Esterno Exclusive Automotive ("Esterno"). The order is only binding once the supplier has confirmed these conditions in writing (signature or e-mail "agreed").

1. Seller and invoice

The supplier sells in its own name to Esterno Exclusive B.V. and invoices per VIN, with colour and equipment. All prices are net. The invoice states the VAT numbers of both parties, the date of delivery and the legal reason for 0% VAT (e.g. "intra-community supply, art. 138 Directive 2006/112/EC" or "tax-free export supply"). A pro forma is not a final invoice.

2. Delivery and destination

Each order states the delivery terms (pick-up address or delivered destination) and the destination country. Before the order, the supplier confirms in writing that delivery to that destination is allowed (no restrictions from manufacturer, importer or previous owner).

3. VAT and export

- **Destination inside the EU:** intra-community supply at 0% VAT, only if the vehicles actually arrive in the destination country. Proof: signed CMR and/or entry certificate.
- **Destination outside the EU (e.g. Switzerland):** the supplier acts as exporter, files the export declaration (EX1/MRN) with its own EORI number and invoices net as an export supply. Vehicles go directly to the destination, not via another EU country, unless agreed in writing.
- No invoice with VAT (gross) and no change of VAT treatment unless agreed in writing before the order.

4. Documents before loading

At least 2 working days before pick-up, per VIN as scan: EU Certificate of Conformity (CoC), registration documents part I and II (if registered), and a damage report if there is any damage. At loading: originals, 2 keys and all accessories handed to the driver.

5. Transport and loading

The order states who arranges transport. The supplier provides the loading address, opening hours and a contact person, and has the vehicles ready on the agreed date. The supplier signs the CMR as sender where required for the export.

6. Payment

Payment by bank transfer after written confirmation of availability, receipt of the final invoice and the documents under point 4. No deposits unless agreed in writing.

7. Condition

Vehicles are delivered as described (mileage, equipment, damage). Undisclosed damage or deviations give Esterno the right to refuse the vehicle or to agree a price adjustment.

8. Changes and cancellation

Any change after order confirmation to the delivery route, VAT treatment, documents or date requires Esterno's written consent. If the supplier cannot deliver as agreed, Esterno may cancel the order without costs; any payment is refunded within 3 working days.

9. Confidentiality and customer protection

Esterno's customers, destination addresses and prices are confidential. For 24 months the supplier will not contact or sell to customers it learns of through Esterno, directly or indirectly.

10. Applicable law

Dutch law applies. Disputes are submitted to the competent court in Rotterdam.

Agreed for order no. _____

Supplier (company):
_____
Name: _____
Date / place: _____

Signature: _____

Esterno Exclusive B.V.
Name: R. Kraaier
Date / place: _____

Signature: _____