SPYKER SERVICES GENERAL TERMS OF SALE AND DELIVERY

Article 1. Definitions

a. **"General Terms"** means these Spyker Services general terms of sale and delivery;
b. the **"Company"** means the private limited liability company Spyker Services B.V., also using the trade name Spyker Cars;
c. **"Order Form"** means the order form prescribed by the Company.
d. **"Contracting Party"** means the buyer of a new Spyker car, or a person and/or entity entering into any other kind of contract of delivery of goods or services by the Company.

Article 2. Applicability

2.1 The General Terms are applicable to all contracts in respect of (i) the sale of cars, parts and accessories thereof and apparel (Company merchandise), (ii) repair and maintenance of cars, and (iii) the offers that the Company makes in that respect.
2.2 The General Terms are solely and exclusively applicable to all offers and contracts of the Company. Should a Contracting Party at any time refer to its own general terms and conditions, then the Company expressly rejects the applicability of the terms and conditions of the Contracting Party.

Article 3. Offers and contracts

3.1 Offers made by the Company, including but not limited to offers with respect to prices, delivery and repair dates, Spyker car models, accessories and apparel, are not binding.
3.2 All orders of Contracting Parties shall be made in the format of the Order Form prescribed by the Company, which may vary from time to time.
3.3 The Company shall only be bound by its acceptance of the Order Form.
3.4 Acceptance by the Company may take place by explicit or by tacit consent, upon which the Contracting Party and the Company will have concluded a contract. Explicit consent means that the Company has accepted the Order Form in writing. When the Company commences the execution of the order without explicit consent, the Order Form is considered to be tacitly accepted.
3.5 Deviations from and changes to a contract, including cancellations, are only valid if both the Company and the Contracting Party have agreed upon them in writing.
3.6 All contracts, including changes thereto, are concluded upon the condition precedent that the Management Board gives its approval. The condition is considered to be fulfilled if the Management Board has not given notice of its disapproval within two working days after the conclusion of the contract.

Article 4. Prices

4.1 The purchase price for a new Spyker car (together with parts and accessories, if any) and the prices for repair and/or other work are stated in the Order Form.
4.2 Unless expressly stated otherwise, all prices are subject to delivery ex works.
4.3 Unless expressly stated otherwise all prices are (i) in Euros, (ii) exclusive of all taxes and levies, (iii) exclusive of transportation, maintenance and repair costs, and (iv) exclusive of inspection costs (if any).
4.4 An increase in levies, taxes or duties after the conclusion of the contract may be added to the prices charged to the Contracting Party.

4.5 In addition to the price increases mentioned in article 4.4, increases in the manufacturer's prices and changes in exchange rates (if applicable) may be passed on to the Contracting Party and added to the prices charged to the Contracting Party.
4.6 If a price increase as mentioned in article 4.4 or 4.5 takes place within three months after the conclusion of the contract, the Contracting Party may terminate the contract in writing within one week of the notification of the price increase, but only if the final price is too high in relation to the price agreed when the contract was concluded. In that case, the Contracting Party shall reimburse the Company for the Company's costs, which are fixed in the amount of 1% of the original price including taxes.

Article 5. Changes in/to models
5.1 The Company may at any time, without informing the Contracting Party, make any modifications that are technically necessary to the design or specification of any sold (but not yet delivered) car, its parts or accessories.
5.2 The Contracting Party shall not be entitled to terminate the contract on the basis of this modification unless it concerns a material modification to the original model agreed upon. Upon such termination the Contracting Party shall reimburse the Company for the Company's costs, which are fixed in the amount of 1% of the original price including taxes.

Article 6. Payment
6.1 The Contracting Party shall pay the (purchase) price to the Company in total or in installments on the payment date(s) as agreed in the Order Form and as stipulated in the invoices sent by the Company.
6.2 All payments shall be made free, without compensation and clear of any set-off or deductions within 14 days after the date of the invoice. In the case of a default or shortcoming by the Company, the Contracting Party is not entitled to suspend or postpone its payment obligations.
6.3 If the Contracting Party does not pay the full amount due within 14 days after the date of the invoice, the Contracting Party is in default without prior notice being required.
6.4 Upon default of payment, the Contracting Party accrues interest, which equals the statutory interest ex article 6: 199a of the Dutch Civil Code for the indebted amounts. In addition, the Contracting Party shall compensate the Company for any judicial and extra-judicial collecting charges. Extra-judicial collecting charges include all costs the Company has to make to collect the indebted amounts such as the fees of lawyers, bailiffs and collecting offices. Extra-judicial costs are fixed to an amount of at least 15% of the indebted amount with a minimum of € 300-.

Article 7. Delivery
7.1 Delivery dates given by the Company should never be considered as deadlines. Therefore, in case of failure to meet such delivery date, the Company shall not be in default.
7.2 Without prejudice to the provision of article 8, the Company cannot be held in default unless the Contracting Party has sent a prior notice of default to the Company, and the Company is given the opportunity to remedy within 21 days after the date of receipt of the notice of default.
7.3 Deliveries will be made, at the sole discretion of the Company (i) by making the sold goods available at the premises of the Company, or (ii) by delivery of the sold

goods to the Contracting Party's address.
7.4 The Contracting Party has to collect the goods within five days after the goods have been made available at the premises of the Company, or immediately if the goods are delivered to the Contracting Party's address. If the Contracting Party does not collect or accept the sold goods in time, the Company is entitled to charge the Contracting Party for any costs resulting from this delay, such as storage and/or transportation costs.
7.5 Delivery will have taken place and - without prejudice to the provisions of article 9 - the liability for loss of or damage to the goods will transfer to the Contracting Party when the goods are in the possession of the Contracting Party, or in any case (i) five days after the goods have been made available at the premises of the Company, or (ii) immediately if the goods are delivered to the Contracting Party's address.

Article 8. Force majeure
The Company is not required to fulfill any obligation if it is unable to do so as a consequence of an event of force majeure, including but not limited to an occurrence which does not result from the Company's fault or negligence, nor should be attributed to the Company by force of law, action or by general conception.

Article 9. Retention of title
9.1 The Company retains title of ownership to all sold goods until the Contracting Party has paid (i) all outstanding amounts to the Company according to the Order Form, and (ii) all invoiced outstanding amounts with respect to work the Company has performed or has to perform, and (iii) all invoiced outstanding amounts due to the Company resulting from the Contracting Party's non-fulfillment of its obligations, including the payment of fines, interest and costs pursuant to these General Terms.
9.2 The Contracting Party is not entitled, until all the sums mentioned in article 9.1 including costs and interest have been paid in full, to put the sold goods at the disposal of third parties, to grant a lien, or to pledge or transfer the goods to a third party.
9.3 In case a third party acquires not fully paid goods in good faith and has not yet paid the Contracting Party for the goods, the Contracting Party agrees to establish a right of non-possessory pledge on the Contracting Party's claim to this third party.

Article 10. Warranty
10.1 The Company gives a warranty for each new Spyker car or chassis and each replacement car or assembly manufactured or supplied by the Company to be free from defects in material or workmanship under normal use and service for the applicable warranty period mentioned below and subject to the warranty conditions in this article and article 11.
10.2 The warranty claim shall be limited to the repair or replacement of the defective part of the car or chassis. The Company shall decide within reasonable time in accordance with good automotive practice and at its own discretion whether repair of the car, or replacement by a new, car or chassis or part of the car or chassis shall take place.
10.3 The warranty period for a new car or chassis is two years with unlimited mileage after delivery to the Contracting Party.
10.4 The warranty period for replacement parts and assemblies is 90 days after delivery of such parts to the Contracting Party.

10.5 Only dealers who are appointed by the Company may provide facilities for the servicing and repair of Spyker cars. Only such dealers may, under the terms of this warranty, repair, replace or adjust, any part or assembly which is proved to the Company's satisfaction to show a defect in either materials or workmanship within the applicable period.
10.6 Should a defect occur within the applicable warranty period, a by the Company appointed dealer or the Company's service department should be consulted immediately after detection of the defect.
10.7 The costs of towing, recovery, collection and delivery are not covered by the warranty.
10.8 This warranty is only applicable to the first Contracting Party of a Spyker car or chassis and may not be transferred to subsequent owners.
10.9 The Contracting Party is responsible for the costs of maintenance, services, accomplishment of seasonal schedules and routine adjustments, and all replacement parts and other materials used in such schedules and adjustments.

Article 11. Warranty limitations
11.1 The warranty of the Company is subject to the following terms and conditions:
(i) the warranty period has not expired before the defect is reported to a dealer or the Company's service department;
(ii) no parts other than the Company's approved parts or accessories shall have been fitted;
(iii) the repair or replacement is not a result of fair wear and tear, misuse or negligence;
(iv) the Spyker car shall not have been used, maintained, altered, repaired or adjusted other than in accordance with the instructions given in the proper technical publications, subjected to accident damage, nor used in a manner in which, in the opinion of the Company, would prejudice the reliability of the Spyker car;
(v) the Company's written maintenance schedule has been carried out at the intervals prescribed therein;
(vi) the Spyker car or chassis has not taken part in any road or track racing events, reliability trials, hill-climbing or speed tests or other competitions of a similar nature, and shall not have been used for commercial service or hire except with the written consent of the Company;
(vii) the Spyker car or chassis or any part has not been altered or modified, or the manufacturer's identification number or mark has not been changed or removed;
(viii) the Spyker car has not at any time been used for the purpose of towing caravans or trailers;
(ix) no repair or work shall have been performed on the Spyker car by any persons or organizations - whether a principal or agent - other than the dealers authorized by the Company; and
11.2 All warranty claims need to be in writing and need to contain specific information describing the details of the alleged defect. Claims that do not meet these conditions may be disregarded by the Company.

Article 12. Liability
12.1 It is expressly agreed that under no circumstances shall the Company be liable to the Contracting Party for damages of any kind, whether compensatory, incidental, consequential, special, indirect or punitive, arising from any cause including, without limitation, shutdowns, loss or delay of production, inoperability of the engine supplied,

loss of profits, or damage to any property other than damages to the extent they are covered by the warranty mentioned in articles 10 and 11.
12.2 In all cases liability of the Company is limited to the amounts covered under her risk insurance policy.

Article 13. Termination
13.1 The Company is entitled to terminate the contract immediately without prior notice being required in the event the Contracting Party is in default of the proper or timely performance of any of its obligations under the contract, such as in the event the Contracting Party is in default of payment as stipulated in article 6 of the General Terms. In addition, the Company may terminate the contract immediately without prior notice being required in the event (i) a petition of bankruptcy, debt restructuring or suspension of payment with respect to the Contracting Party has been filed, or (ii) the Contracting Party is in the process of liquidating its assets.
13.2 Upon termination of the contract by the Company in accordance with article 13.1, the Contracting Party is not entitled to receive any compensation by the Company.

Article 14. Disputes and applicable law
14.1 The laws of the Netherlands apply exclusively to the legal relationships with the Contracting Party, with the exclusion, if otherwise applicable, of the Hague Convention on International Sale of Goods (CISG) dated April 11, 1980.
14.2 All disputes between the Company and Contracting Party are subject to the jurisdiction of the District Court in Amsterdam, the Netherlands.

Article 15. Chamber of commerce
These General Terms are deposited at the Chamber of Commerce of Gooi-, Eemand Flevoland at Almere.

Blaricum, 1 January 2016

ADDENDUM SPYKER SERVICES GENERAL TERMS OF SALE AND DELIVERY APPLICABLE FOR WEBSHOP SALES ONLY

Article 1. Revocation instructions

a) Right to revoke:
You may cancel your declaration to conclude a contract within two weeks(14 days), without indicating any reason, by e-mail. Returning of only the item(s) without prior notice by e-mail will not be sufficient to process the cancellation.

The revocation period starts upon receipt of the goods by the recipient and ends up to 14 days after receipt (e.g. goods received on 01 December 2016 08.00h GMT+1 then the revocation

period is ended on 15 December 2016 08.00h GMT+1).

The revocation period shall be met if the revocation notice or the item is dispatched within the said period. The revocation shall be addressed to:

Spyker Services B.V.
Attn.: Webshop revocations

Edisonweg 16A
3899 AZ ZEEWOLDE
The Netherlands
Phone: +31 (0)36 - 535 87 8
e-mail: webshop@spykercars.com

b) Consequences of revocation:
In the event of an effective revocation, performances received by either party shall be reimbursed.

In the event that you cannot return the goods received in whole or in part, or only in a worse state, you shall be obliged to compensate us for any depreciation in value, if applicable. This shall not apply if the deterioration of the item results solely from its examination - such as could also have been performed in a store.

You can avoid the obligation to compensate us if you do not use the item as an owner and abstain from any behaviour that reduces its value. When returning goods, you shall bear the cost of shipping the goods back to us, provided the goods are delivered as ordered. Otherwise, returning
the goods is free of charge for you.

The customer shall bear the costs of returning goods from abroad.

Blaricum, 1 October 2016