



GENERAL TERMS & CONDITIONS

Just Move Automotive BV

High-end Restoration | Engineering | Engine Rebuilding

1. Applicability

1.1 These General Terms and Conditions ("Terms") shall apply to all offers, quotations, assignments and agreements between Just Move Automotive BV (hereinafter referred to as the "Contractor") and the client (hereinafter referred to as the "Client"). These Terms shall apply to all activities, including but not limited to engine rebuilding, diagnostics, engineering, manufacturing, restoration, assembly and the supply of components.

1.2 Any deviations from these Terms shall only be valid if expressly agreed in writing.

1.3 The applicability of any general terms and conditions of the Client is expressly rejected.

2. Definitions

In these Terms, the following definitions shall apply:

- **Contractor:** Just Move Automotive BV.
- **Client:** any natural or legal person entering into an Agreement with the Contractor.
- **Agreement:** any agreement between the Contractor and the Client, including quotations, order confirmations and additional arrangements.
- **Works:** all activities carried out by the Contractor, including engine rebuilding and component overhaul, diagnostics and inspection, engineering and development, manufacturing and modification, assembly and installation, and the supply of components.
- **Rebuilding:** the partial or complete restoration, machining or replacement of components with the objective of returning them to a functional condition, whether or not in accordance with standard factory specifications.
- **Standard rebuild work:** the partial or complete restoration, machining or replacement of components with the objective of returning them to a functional condition in accordance with standard factory specifications.

- **Engineering / custom work:** activities involving the design, modification or development of constructions, components or systems outside standard (historical or modern) factory specifications.
- **High-performance:** any application in which engine power, performance, load or rotational speed deviates from the original factory specifications.
- **Motorsport:** the use of components, engines or vehicles under conditions deviating from normal road use, including but not limited to speed races, regularity events, rallies, track days, test runs, tuning sessions and dynamometer use.
- **Components:** all parts supplied by the Client or by the Contractor, including new, used, rebuilt or custom-manufactured components.
- **Commissioning:** the initial operation of a rebuilt or constructed engine or component, including adjustment and verification.
- **Running-in procedure:** the usage and load guidelines prescribed by the Contractor during the initial operational phase of an engine or component.
- **Defect:** a demonstrable deviation in the performed Works directly resulting from an error attributable to the Contractor.
- **Additional work:** work which proves necessary during execution and which was not included in the original quotation.
- **Consequential damage:** any damage not directly related to the performed Works, including but not limited to damage to other components, downtime, engine damage, transport costs and loss of income.
- **Force majeure:** circumstances beyond the control of the Contractor which prevent or delay performance of the Agreement.
- **Measurement report:** technical documentation prepared by the Contractor relating to measurements, tolerances and inspection results.

3. Interpretation

3.1 Terminology

Words expressed in the singular shall include the plural and vice versa, unless the context requires otherwise.

3.2 Headings and structure

Headings of articles and paragraphs are for convenience only and shall not affect the interpretation of the provisions.

3.3 Order of documents

In the event of inconsistency between documents, the following order of precedence shall apply:

1. Written agreement or order confirmation
2. These General Terms and Conditions
3. Any additional documents or appendices

3.4 Interpretation of provisions

Provisions shall be interpreted in accordance with their reasonable and commercial meaning, taking into account the nature of the Works as defined in Article 2.

3.5 Technical interpretation

In the interpretation of technical concepts, specifications or measurement data, the Contractor's interpretation shall prevail unless demonstrably incorrect.

3.6 Ambiguity or incompleteness

If a provision is unclear or open to multiple interpretations, it shall be interpreted in a manner most consistent with:

- the nature of specialist rebuilding and engineering work
- the technical reality of classic and high-performance engines.

3.7 Invalidity

If any provision is wholly or partially invalid or voidable, the remaining provisions shall remain in full force and effect. The parties shall replace the invalid provision with one that most closely reflects the original intent.

3.8 Waiver

Failure by the Contractor to enforce any provision shall not constitute a waiver of rights.

4. Nature of the Works

4.1 The Works performed by the Contractor consist of specialist custom work, including but not limited to rebuilding, engineering, restoration of aged components and the development of high-performance applications.

Such Works may involve the use of non-original constructions, increased loads and deviating tolerances. The Client expressly acknowledges that such Works involve increased technical risks and a limited degree of predictability, inter alia due to the age of the components.

4.2 The Contractor shall perform the Works to the best of its knowledge and professional skill.

The obligations of the Contractor shall constitute an obligation of best efforts and expressly not an obligation to achieve a specific result.

5. Quotations and Price estimates

5.1 All quotations and price estimates issued by the Contractor are non-binding and based on an initial assessment without full disassembly.

5.2 The prices included in the quotation are indicative and may be adjusted if, during the execution of the Works, additional defects or necessary work are identified.

5.3 The Contractor shall be entitled to carry out additional work where this is technically necessary.

The absence of prior approval shall not affect the Client's obligation to pay for such additional work if it was necessary for the proper execution of the Works.

6. Disassembly and inspection

6.1 The definitive technical condition of components can only be established after complete disassembly and inspection. Any deviations from the initial assessment are inherent to rebuilding work and shall not constitute a shortcoming of the Contractor.

7. Condition of components

7.1 All components shall be delivered and handled at the risk of the Client.

7.2 The Contractor shall not be liable for defects arising from hidden material defects, cracking, corrosion or prior improper repairs.

7.3 The Contractor shall not be obliged to detect all possible defects in advance.

8. Execution and tolerances

8.1 The Works shall be carried out in accordance with professional standards appropriate to the type of engine and its application. In the case of classic components, tolerances may deviate from modern standards.

8.2 Modern techniques may be applied in order to improve reliability, as far as possible with preservation of originality. However, preservation of originality cannot be guaranteed in all cases.

9. Warranty

9.1 Unless expressly agreed otherwise in writing, warranty shall be provided solely in respect of labour and exclusively for standard rebuild work.

9.2 Warranty provisions of external suppliers shall be adopted on a back-to-back basis and shall apply to the Client accordingly.

9.3 The warranty period shall be limited to a maximum of three (3) months or 1,000 kilometres, whichever occurs first.

9.4 No warranty shall be provided for high-performance applications, motorsport use, custom constructions or engineering projects.

9.5 Warranty shall lapse if use, load or adjustment deviates from the intended use.

10. Exclusions of warranty

10.1 No warranty shall apply in the event of improper use, insufficient maintenance, overheating, use of incorrect fluids, third-party modifications or defects in components not supplied by the Contractor.

10.2 No warranty shall be provided in any event for motorsport or performance applications.

11. Commissioning and adjustment

11.1 If the initial commissioning, adjustment or tuning is not carried out by the Contractor, any warranty shall lapse.

11.2 The Contractor shall be entitled to impose conditions on the manner of commissioning.

11.3 The Contractor shall not be liable for damage occurring during commissioning (initial start-up, test running or dyno testing), regardless of the cause, except in cases of wilful misconduct or deliberate recklessness.

The Client acknowledges and accepts the risks involved.

12. Running-in procedure

12.1 The Client shall strictly follow the prescribed running-in procedure.

12.2 The Contractor may require proof of compliance. Any deviation shall result in loss of warranty.

13. Liability

13.1 The Contractor's liability shall be limited to the amount invoiced per event and per Agreement.

13.2 All liability for indirect damage, including but not limited to consequential damage, business loss, engine damage, transport costs, downtime and loss of income, is expressly excluded.

13.3 The Contractor shall not be liable for damage resulting from supplier errors, material properties, age, design choices, operating conditions or external influences beyond its control.

13.4 In particular for high-performance and motorsport applications, the Client acknowledges that mechanical failure is inherent and accepts such risks.

13.5 These limitations shall not apply in cases of wilful misconduct or deliberate recklessness.

14. Motorsport and high performance use

14.1 The Client expressly acknowledges and agrees that any use of the Works in motorsport, competition, high-performance driving, dyno testing or any other high-load or non-standard operating conditions is undertaken entirely at the Client's own risk.

14.2 The Contractor provides no warranty whatsoever, whether express or implied, in respect of any Works used in such conditions.

14.3 The Client accepts that mechanical failure, accelerated wear and component damage are inherent risks in such applications and shall not constitute a defect or a failure on the part of the Contractor.

14.4 The Contractor shall not be liable for any damage arising from or related to such use, including but not limited to engine failure, collateral damage or consequential loss, regardless of the cause thereof, including third-party actions or failures.

15. Engineering and custom work

15.1 The Client acknowledges that engineering work, custom modifications and non-standard constructions are by their nature experimental and may involve unknown technical risks. No guarantee is given in respect of performance, durability, lifespan or suitability for any particular purpose unless expressly agreed in writing.

15.2 The Client acknowledges that dismantling, machining and handling of aged, corroded or previously repaired components carries an increased risk of damage, which is expressly accepted by the Client.

15.3 The Contractor shall not be liable for any failure, defect or damage arising from design choices, engineering assumptions or deviations from original specifications.

15.4 The Client accepts full responsibility for the intended use of any custom-engineered solution.

16. Use and operation

16.1 The Client shall be solely responsible for the correct installation, operation, maintenance and use of all components and systems supplied or rebuilt by the Contractor.

16.2 Any use outside the intended or agreed parameters, including but not limited to excessive RPM, incorrect tuning, thermal overload and insufficient lubrication shall void any applicable warranty and

release the Contractor from all liability and any resulting damage shall be entirely at the Client's risk and expense.

16.3 The Contractor shall not be liable for any damage resulting from improper use, incorrect installation, inadequate maintenance or external influences.

17. Matching numbers and originality

17.1 Where the Works relate to vehicles or components of historical or collector value, the Contractor shall make reasonable efforts to preserve originality.

17.2 However, no guarantee is given with respect to matching numbers, historical correctness or authenticity unless explicitly agreed in writing.

17.3 Any modifications, machining or replacement of components may affect originality and shall be deemed accepted by the Client.

18. Transport and risk

18.1 All transport of components, engines or vehicles to and from the Contractor shall be at the Client's risk, unless expressly agreed otherwise in writing.

18.2 The Contractor shall not be liable for any loss or damage occurring during transport, regardless of the carrier used.

19. Storage and retention

19.1 The Contractor shall be entitled to charge reasonable storage costs if the Client fails to collect components or vehicles within 30 days after completion of the Works.

19.2 The Contractor shall have a right of retention over all items belonging to the Client until full payment of all outstanding amounts has been received.

20. Payment terms

20.1 All prices exclude value added tax (VAT) and any other government levies.

20.2 All invoices shall be payable within the agreed payment term as stated on the invoice. In the absence of a specific arrangement, the Client shall pay within 14 days of the invoice date. The Client is not entitled to set off or suspend any payment.

20.3 If the Client fails to pay the amounts due on time, the Client shall owe statutory interest on the outstanding amount following a reminder or notice of default. If the Client remains negligent in settling the claim after a reminder or notice of default, the Contractor may hand over the claim to a debt collection agency, in which case the Client shall be obliged, in addition to the total amount then due, to reimburse all reasonable judicial and extrajudicial costs, including costs calculated by external experts in addition to the costs determined in court. The Client shall also be liable for any costs incurred by the Contractor in relation to unsuccessful mediation proceedings if the Client is ordered by judgment to pay the outstanding amount in whole or in part.

20.4 Ownership of goods supplied by the Contractor remains with the Contractor until full payment has been made. The Contractor has a right of retention on all goods of the Client in its possession until all obligations have been fulfilled.

20.5 The Contractor shall be entitled to suspend or terminate the performance of any Works in the event of non-payment.

20.6 In the event of premature termination of a project by the Client, regardless of the reason, the Client is at all times obliged to pay the Contractor the costs already incurred, including but not limited to parts already ordered, engineering costs, and subcontracted work. The Contractor is also entitled to charge a cancellation fee.

21. Complaints

21.1 Any complaints regarding the Works must be submitted in writing within seven (7) days of delivery or completion.

21.2 The Client shall immediately cease using the relevant component or system upon discovery of any alleged defect.

21.3 Failure to comply with these obligations shall result in the loss of any right to claim.

21.4 Complaints are only admissible if they are submitted within 3 months after delivery.

22. Force majeure

22.1 The Contractor shall not be liable for any failure or delay in performance resulting from circumstances beyond its reasonable control, including but not limited to supplier delays, material shortages, technical failures or unforeseen defects.

22.2 In such circumstances, the Contractor shall be entitled to suspend or terminate the Agreement without liability.

23. Governing law and jurisdiction

23.1 These Terms and any Agreement shall be governed by and construed in accordance with Dutch law.

23.2 Any disputes shall be submitted to the competent court in the Netherlands.

24. Measurement reports and technical data

24.1 All measurement reports, tolerances and technical data provided by the Contractor are indicative and based on the conditions at the time of measurement.

24.2 Such data shall not constitute a guarantee of future performance or durability.

24.3 The Contractor is entitled to publish all documentation, photos, and designs created during the work on its website / social media, provided that no confidential or identifiable data of the Client is shared.

25. Intellectual property

25.1 All intellectual property rights arising from or related to the Works, including designs, drawings, specifications and engineering solutions, shall remain the sole property of the Contractor.

25.2 The Client shall not reproduce, disclose or use such materials without prior written consent, including any commercial use.

25.3 The Client obtains exclusively the usage rights expressly granted by these terms and conditions and by law. Any other or further right of the Client to reproduce software, designs, data files, or other materials is excluded.

25.4 Any right of use accruing to the Client is non-exclusive and non-transferable to third parties.

26. Technical limitations and uncertainties

26.1 The Client acknowledges that classic, high-performance and custom-built engines are inherently subject to hidden defects, material fatigue, and structural limitations. Due to the age of classic car components, material fatigue is not fully detectable.

26.2 Therefore, complete risk management is technically not possible, and the Contractor cannot provide a guarantee regarding the lifespan. This is expressly accepted by the Client.

For more information:

Just Move Automotive BV

Koningspade 16-b

1718 MN Hoogwoud

e-mail: info@justmoveautomotive.com

url: www.justmoveautomotive.com