

## IMPORTANT. READ THIS BEFORE ASSEMBLY!

Before starting to fit the engine, we recommend that you locate the cause of your defective engine so that it does not repeat itself (cooling problems, oil problems, etc.).

By following the fitting instructions below, we ensure that you extend the life of your engine and also fulfill your warranty obligations in the best possible way.

### Fitting instructions

1. First compare both engines, deviating parts must be taken over from the old engine after thorough cleaning and inspection.
2. Change oil and all filters (oil, air and fuel filter).
3. Renew the distribution set (ensure that the distribution marks correspond and follow the manufacturer's instructions).
4. Check the oil seals (renew if necessary).
5. Check the primary drive shaft bearing (renew if necessary).
6. Check the dual mass flywheel (renew if necessary).
7. If an oil cooler is present, it must be replaced if there is a risk of contamination (particularly from bearing damage to the old engine).
8. If an intercooler is present, it must be replaced if there is a risk of contamination (particularly from damage to the old engine).
9. Renew the V-belt or auxiliary belt.
10. Start the engine until it has sufficient oil pressure and then let it run! If additional specific installation instructions are attached (to the engine), these must be followed explicitly.
11. Check the cooling system for leakage and flow (vent properly, check the operation of the radiator fan and thermostat).

**Should problems nevertheless occur, contact our company. Our general terms and conditions apply. These include our installation instructions.**

### GENERAL TERMS AND CONDITIONS OF THE PRIVATE LIMITED COMPANY BRUS MOTORS BV WITH ITS REGISTERED OFFICE IN SCHIJNDEL ("BM")

#### 1. Offer, applicability

- 1.1 These conditions apply to all legal relationships between the parties.
- 1.2 Offers and other statements of BM are not intended to be binding. They are therefore non-binding unless the contrary is unambiguously evident.
- 1.3 The general terms and conditions of BM's other party ("customer") will not apply unless previously agreed in writing.
- 1.4 If no written agreement has been issued by BM, the written confirmation from BM or the delivery note or the invoice from BM will constitute evidence of the existence and substance of the agreement, in the absence of proof to the contrary.

#### 2. Price

- 2.1 The stated prices are ex warehouse in Schijndel and always exclusive of VAT and other government levies.
- 2.2 BM will pass on any changes in labour costs or in the cost price of parts, semi-manufactured products or materials, to the extent that these are immediately spent or used for the agreed performance, and which occur more than three months after an offer has been made or an agreement has been entered into.

#### 3. Execution and repairs

- 3.1 Orders for engines, gearboxes and other parts will be executed as soon as possible, but depending on the available stock, processing production and delivery times.
- 3.2 Orders, installations and repairs will in principle be carried out within such a term as is reasonably possible, but any time periods agreed in this respect will always be deemed to be indicative only, unless the parties have expressly agreed otherwise in writing, either upon conclusion of the agreement or at a later date. This article will not apply if BM is dependent on information, parts or materials to be made available by the customer or third parties as well as in the event of force majeure.
- 3.3 Should additional equipment or information be necessary for the functioning of the vehicle made available to BM, the customer will ensure that this is made available to BM as soon as possible after it has requested this.
- 3.4 All engines, gearboxes or other parts supplied, installed or replaced by BM will remain BM's property until full payment of the invoice invoiced by BM has taken place, unless otherwise agreed in writing. Article 5.1 will apply mutatis mutandis.
- 3.5 If the customer does not agree with the quotation for engines, gearboxes or other parts offered for installation or repair, BM will charge the customer investigation costs if this requires further investigation.
- 3.6 The investigation costs referred to in Article 3.6 will include, amongst other things, the hourly rate, administration costs and any travel and postage costs and costs of third parties.
- 3.7 "Cancellation". Engines or parts that have been ordered or delivered according to the customer's specifications (i.e. the requested type or engine code) will not be taken back if no warranty applies. It is up to BM to determine whether the delivered good will be taken back and whether costs will be charged for this.
- 3.8 No rights can be derived from the kilometre readings indicated; these are not guaranteed.
- 3.9 Certain technical adjustments may have been made to (exchange) parts by BM. No rights may be derived from this.

#### 4. Payment

- 4.1 Unless otherwise agreed in writing, invoicing may take place as soon as the performance to be delivered by BM has been completed or the customer is in default of acceptance. Payment will be made in cash upon purchase/delivery or transferred to BM's account number immediately upon delivery.
- 4.2 BM is free to demand provisional or partial payment when carrying out an order or repair.
- 4.3 BM may exercise the right of retention on the vehicle and parts if the

customer does not pay the costs of the work and/or parts in full or in part, even if these are costs of previous work performed by BM on the same vehicle or parts. BM may also exercise the right of retention if the dispute regarding the work has been brought before the court. BM cannot exercise the right of retention if the customer has provided sufficient (replacement) security.

- 4.4 The customer will owe interest of 2% per month as from the due date. Costs reasonably incurred by BM for collection or other legal action, including all costs calculated by external experts in addition to the costs established by law, will be reimbursed by the customer. These costs will be calculated on the basis of the collection rate of the Netherlands Bar Association with a minimum of € 115.

#### 5. Transfer of ownership, granting/transfer of rights

- 5.1 Engines, gearboxes or other parts delivered by BM will remain BM's property and any rights to be granted or transferred will be reserved for BM as long as the customer has not fully performed the consideration due on account of the agreement for the delivery of goods or services entered into with BM.

#### 6. Trade-in

- 6.1 Unless otherwise stated on the invoice, the customer will surrender the old parts of the same make and type in their installed condition to BM for every delivery of engines, gearboxes and/or parts as complete as delivered within 30 days after delivery. Upon delivery of a reconditioned part, old parts may not show any signs of violent damage and vital parts such as the engine block, cylinder head, crankshaft and camshaft must be reconditionable in the normal way.
- 6.2 If Article 6.1 is not complied with, the price difference without trade-in will as yet be calculated, or a surcharge will be charged.
- 6.3 If a product for which a deposit has been charged is returned outside the stipulated return period, after 30 days but no later than 365 days, the obligation to repay the deposit will lapse.
- 6.4 Freight costs vice versa will always be borne by the customer.

#### 7. Risk and responsibility for objects

- 7.1 Vehicles and other objects into which engines, gearboxes or other parts are built will always be at the customer's risk, even if they are at BM's disposal for repair or processing or otherwise. BM accepts no liability for risks, calamities, theft, misappropriation or otherwise, even if the aforementioned objects are at BM's premises.
- 7.2 BM's liability and responsibility in this respect will not extend beyond the responsibility that the customer should exercise with regard to its own property as a reasonable person.
- 7.3 Shipments and transport of engines, gearboxes or parts will always be at the customer's risk and expense.

#### 8. Warranty and liability

- 8.1 Unless otherwise stated on the invoice, BM guarantees the customer a period of three months for used engines, gearboxes and other parts supplied by it and twelve months for new and reconditioned or exchanged parts after the invoice date under normal use of the engines, gearboxes and other parts supplied by it, with due regard for the following provisions.
- 8.2 The vehicle must be completely original according to factory specifications. The warranty is invalidated if software and/or mechanical modifications have been made to the vehicle which may affect the product supplied.
- 8.3 The customer can only derive rights from a warranty if the heat seals applied by BM are intact and seals are intact or violated.
- 8.4 The warranty is personal and therefore not transferable.
- 8.5 The customer will not be able to invoke the warranty if there is damage to the delivered products as a result of insufficient and overdue maintenance, malicious intent, the use of the wrong fuel, incorrect installation or connection by third parties. The delivered products must be installed by a fully reputable company. The warranty will lapse in case of inexpert use or use that may be regarded as not normal for the property in question, such as speed tests, competitions and failure to observe any instructions or directions given by BM.
- 8.6 Appendages that are not part of the body part of the engine such as fuel part, electrical installation, distribution part and water pump are not covered by the warranty unless agreed otherwise.
- 8.7 Warranties will not apply to defects that are caused by appendages that do not belong to the engine supplied by BM.
- 8.8 "Installation warranty". This installation guarantee means that the customer will undertake a test drive after installation, during which it will be tested whether the engine, gearbox or component meets the standard that may be expected of a used part. This test drive includes testing for excessive oil and water consumption, excessive smoking of the engine, excessive build-up of pressure in the cooling system and audible noises. In the event of defects after taking the test drive, the customer will submit a complaint to BM within the period referred to in Article 9. BM will no longer be obliged to rectify any defects after this period has expired.
- 8.9 If the goods or parts supplied by BM are not from its own production but have been supplied and/or processed by another supplier and this supplier rejects any liability or warranty, BM will also be entitled to reject any warranty claims from the customer.
- 8.10 Any warranty will be limited to the redelivery of the delivered part free of charge. In particular, consequential damage such as removal and installation costs, transport, replacement transport and loss of earnings will not be reimbursed. BM will be entitled to demand that the car or the supplied part be delivered to the aforementioned address in order to arrive at a proper warranty assessment. The old part must be returned in order for the warranty to apply. The warranty will amount to no more than the amount paid or payable by the customer to BM in respect of the work and supplies concerned.
- 8.11 The customer may only claim a refund of the purchase price if no comparable, equivalent part can be supplied by BM. The delivered part will be returned in the same condition as it was delivered.
- 8.12 Diagnosing by disassembling parts and/or performing repairs on the parts supplied by BM will not be allowed without the written permission of BM. Any costs incurred as a result will not be reimbursed and the warranty will

lapse.

- 8.13 Unless otherwise stated on the invoice, the customer may only claim under the warranty if it has paid the invoice to BM in full in advance.
- 8.14 Work performed by BM with respect to a warranty claim that is rejected by BM based on the aforementioned will be invoiced by BM at the prevailing rate.
- 8.15 BM is not liable for the consequences of manufacturing defects and damage to the cars, engines or parts handed over to it for repair.
- 8.16 BM is not liable for any (consequential) damage that may occur as a result of its activities unless there is evidence of intent or gross negligence. BM will take out insurance against liability for damage occurring during or in connection with the performance of the (repair) work agreed with the customer.
- 8.17 Any obligation of BM to compensate damage of any kind will never exceed the payment of the sums it will receive under the insurance contract concluded in 8.15, except in the case of intent on the part of BM.

#### 9. Complaints

- 9.1 All complaints that a customer has regarding the agreement with BM will be reported to BM in writing within 8 days of delivery or performance of the work under penalty of forfeiture of all claims that may be asserted against BM.
- 9.2 A complaint will not suspend the customer's obligation to pay the amount owed.

#### 10. Force majeure

- 10.1 In the event of circumstances occurring which increase the fulfilment of the parties' obligations as could be expected in the normal course of the transaction concerned to such an extent that it cannot be assumed that the parties would have accepted the obligation concerned even in the presence of these circumstances, the obligations concerned will be suspended on both sides.  
If a situation as referred to in the preceding sentence has lasted longer than ninety days, the parties will be entitled, within ninety days thereafter, to terminate the agreement by giving written notice. Any performance under the agreement that has already been carried out will then be settled pro rata, without the parties owing anything further to each other.

#### 11. Termination

- 11.1 Should one of the parties apply for a moratorium or be declared bankrupt, or should the Dutch Natural Persons Debt Rescheduling Act (WSNP) apply to one of the parties, the other party will be entitled to terminate the agreements concluded by means of a written notice, or (at its discretion) to suspend the fulfilment of its obligations. All payments owed by the party entitled to terminate will then become immediately due and payable. Furthermore, the rights with regard to non-fulfilment of obligations will remain fully reserved for the party concerned.

#### 12. Disputes

- 12.1 All disputes in matters to which these terms and conditions apply will be subject to the decision of the ordinary district court in BM's place of business, with the exception of the parties' right to bring the matter before the preliminary relief court.

#### 13. Applicable law

- 13.1 Dutch law will exclusively apply to all matters to which these terms and conditions apply, even if these terms and conditions are provided in a language other than Dutch. In case of nullity of one or more provisions from a legal relationship between parties, the parties will be bound by rules of as much similar scope as possible that are not subject to nullity.