



Terms and Conditions – MO-TION BV

(Logistics services & international vehicle sales – Belgian law)

1. Company Identification

These terms and conditions apply to all services and sales performed by:

Mo-tion BV Bijlokestraat 2 9200 Dendermonde – Belgium Company number: BE 1011.144.133

2. Scope of Application

These terms apply to all quotations, agreements, logistics services, transport assignments, storage activities and vehicle sales in the broadest sense. Any deviation is only valid if confirmed in writing by Mo-tion BV.

3. Quotations and Formation of the Agreement

- Quotations are non-binding and valid for 7 days, unless stated otherwise.
- An agreement is concluded upon written confirmation by Mo-tion BV or as soon as execution of the assignment begins.
- Mo-tion BV reserves the right to refuse assignments without stating a reason.

4. Prices and Payment Terms

- All prices are exclusive of VAT, import duties, customs charges, insurance and other taxes.
- Invoices are payable within 2 days from the invoice date, unless agreed otherwise in writing.
- In case of late payment, the following are due automatically and without notice:
 - interest in accordance with the Belgian Act on Late Payment in Commercial Transactions;
 - a fixed compensation of 10%, with a minimum of €150.
- All delivered goods remain the property of Mo-tion BV until full payment has been made.

5. Logistics Services

5.1 Execution

- Logistics services are performed in accordance with professional standards and applicable Belgian and international regulations (including the CMR Convention).
- Delivery times are indicative and non-binding.
- The client is responsible for providing all required documents, information and goods in a timely and accurate manner.

5.2 Additional Costs

Waiting times, additional handling, incorrect or missing documentation, or delays caused by the client will be fully charged.

5.3 Liability

- Mo-tion BV's liability is limited to the amounts provided under the CMR Convention or, if not applicable, to direct damages up to a maximum of €500 per incident, except in cases of intent or gross negligence.
- Indirect damages (loss of profit, consequential damages, delays) are excluded.

5.4 Cancellation of Logistics Services

If the client cancels logistics services less than 72 hours before the scheduled execution, 100% of the total assignment value will be charged. This does not affect Mo-tion BV's right to claim higher proven damages.

6. Vehicle Sales

6.1 Condition of the Vehicle

- Vehicles are sold in the condition in which they are found ("as is"), unless agreed otherwise in writing.
- Photos, descriptions and specifications are indicative only.
- The client may always carry out a prior inspection.

6.2 Delivery and Risk Transfer

- Delivery takes place according to the agreed Incoterm (Incoterms 2020).
- Risk transfers to the client upon collection or upon handover to the carrier.

6.3 Warranty

- Unless agreed otherwise, vehicles are sold without warranty.
- Any statutory warranties are limited to mandatory provisions of Belgian law.

7. Cancellation of Assignments

Cancellation by the client is only possible with written approval from Mo-tion BV. In case of cancellation, a fixed compensation of 50% of the total assignment value is due, without prejudice to Mo-tion BV's right to claim higher proven damages.

8. Force Majeure

Mo-tion BV is not liable for delays or non-performance due to force majeure, including but not limited to natural disasters, war, strikes, pandemics, government measures, IT failures, transport issues or other circumstances beyond its reasonable control.

9. Complaints

- Complaints regarding logistics services must be submitted in writing within 24 hours after delivery.
- Complaints regarding vehicles must be reported at collection or delivery, or within 24 hours in case of hidden defects.
- Filing a complaint does not suspend the payment obligation.

10. Privacy

Mo-tion BV processes personal data in accordance with the GDPR and Belgian privacy legislation. Data is used solely for contractual purposes and is not shared with third parties unless necessary for execution of the assignment.

11. Applicable Law and Jurisdiction

All agreements are governed exclusively by Belgian law. Disputes fall under the exclusive jurisdiction of the courts of East Flanders, Dendermonde division, unless mandatory law provides otherwise.