

Heisterkamp Used Trucks B.V.
Hanzepoort 25^E
7575 DB Oldenzaal, Netherlands
www.heisterkamp.eu

Telephone +31 (0)541-589000
Telefax +31 (0)541-589110

VAT nr.: NL 803807405B02
K.v.K. Enschede nr. 06078009

Bank: ING Enschede
IBAN: NL83 INGB 0651 0345 90
BIC: INGBNL2A

Grupo Nutriagro S.A.

Calle Pablo Rojas

7000 Ciudad delÁ Este

Paraguay

**PURCHASE AGREEMENT +
INVOICE / RECHNUNG / FAKTUUR**

Date: 2025-09-04

Description	Amount
SOLD TO YOU: Mercedes-Benz Atego 1218 VIN: WDB9702571L677457 / 56-BDT-6 First registration: 22-04-2015 Mileage: 813471 km Transport to Antwerp CIF - Montevideo - RUC: 80091335-3 Weight: 7.040,00	€ 14 750.00 E

Payment must be received within 14 days after date of invoice (before: 2025-09-04). When we have not received payment, the order confirmation will be cancelled.	Client No.	Invoice No.	Stock No.	Currency	Invoice Amount
	222678	250310000499	4783	EUR	€ 14 750.00

Please mention these numbers upon payment

Bank: ING Enschede
IBAN: NL83 INGB 0651 0345 90
BIC: INGBNL2A

The General terms and Conditions of Heisterkamp Used Trucks B.V. are applicable to this agreement. These General Terms and Conditions are printed at the back of this form and can also be found on the internet site: www.heisterkamp.eu. If the agreement was entered into at an earlier time, for example by oral agreement as is customary in the sector, these General Terms and Conditions apply with retroactive effect as from the time of entering into the agreement. Buyer explicitly expresses his agreement by signing this form or by payment of the purchase price. If Buyer does not agree with the applicability and/or the content of the General Terms and Conditions, Buyer needs to make this known within three days after receipt of this form.

Article 1. General

1.1 These General terms and Conditions are applicable to all agreements entered into with Heisterkamp Used Trucks B.V. (hereinafter: Heisterkamp). They also apply to preceding agreements and any ensuing legal relationships therefrom as well as additional and subsequent orders. Hereinafter the contracting party of Heisterkamp in respect of activities carried out by Heisterkamp will be referred to as 'Buyer'. In the event of any difference between the Dutch and the English text of these General Terms and Conditions, the Dutch text will prevail. The General Terms and Conditions may also be downloaded free of charge from the internet site <https://www.heisterkamp.eu/en/terms-and-conditions>.

1.2 In the event that one or several provisions of these General Terms and Conditions are considered invalid by a judicial authority, this does not affect the validity of the other provisions.

1.3 By entering into an agreement with or giving an order to Heisterkamp, Buyer expressly waives any terms and conditions it applies, as a result of which the legal relationship between Heisterkamp and Contracting Party will exclusively be subject to these General Terms and Conditions. The applicability of terms and conditions applied by Contracting Party is hereby explicitly rejected.

Article 2 Special offers, agreement and prices

2.1 All offers will be valid for maximally thirty days unless another validity period is stated. Heisterkamp will have the right to withdraw an offer. An offer will never be considered to be exclusive as a result of which Heisterkamp will at all times have the right to sell the vehicles offered to third parties.

2.2 An agreement will be formed as soon as Heisterkamp and Buyer have reached agreement about the price.

2.3 All quotations and prices are exclusive of vat and any other levies and charges, and are based on delivery at the address of Heisterkamp. Heisterkamp may pass on unforeseen price-increasing factors to Buyer.

2.4 The starting point is that payment takes place before delivery. Heisterkamp will at all times have the right to suspend delivery if no prior payment has been received. The final payment date is the agreed date of delivery. This concerns a final deadline. Nonpayment on the delivery date will result in default and the liability to pay a penalty interest of 1% per month, whereby each commenced calendar month will qualify as month. Furthermore, Heisterkamp will be entitled to payment of extrajudicial collection costs to the amount of 15% of the amount due.

Article 3 Delivery

3.1 A delivery date agreed between the parties will qualify as an indication in respect of Heisterkamp and will not be a final deadline. If the property sold is not available on the delivery date, Heisterkamp will only be in default after it has been given notice of default with a reasonable term for compliance. Default will not commence in case of force majeure. A situation of force majeure will exist when there are delays in the supply to Heisterkamp of (parts of) the property sold.

3.2 The place of delivery is Oldenzaal, the Netherlands. In the event that the property sold must be transported to another place, this transport will always be to the account and risk of Buyer. This transport does not affect the fact that the delivery has already taken place. The property sold will be considered to have been delivered in the agreed condition as a result of which any deviations will be to the account and risk of Buyer. Partial deliveries will be allowed.

3.3 In the event that Buyer does not take delivery of the property sold on the agreed delivery date, Buyer will be in default and held to compensate the damage to Heisterkamp. This without prejudice to the obligation to still take delivery of the property sold. The aforementioned damage includes in any event parking costs to the amount of at least €100 per day.

Article 4 Nonconformance, error and guarantee

4.1 The goods sold by Heisterkamp concern used vehicles that were not used by Heisterkamp. Therefore, Heisterkamp is not and cannot be aware of any defects of the sold goods. This constitutes the basis for the purchase agreement, as a result of which the property sold also complies with the agreement if there are any (hidden) defects. The property sold will only not be in compliance with the agreement in case of defects of which Heisterkamp was aware. The obligation to investigate of Buyer prevails over any notification obligation of Heisterkamp.

4.2 In addition to the provisions of article 4.1, Heisterkamp is no (brand) dealer nor a garage business. Heisterkamp is merely a trader in used vehicles against relatively low prices. The purchase agreement is formed against this background.

4.3 Unless expressly agreed otherwise, vehicles are sold without guarantee. If a form of guarantee has been agreed, it must be expressly laid down in writing stating the term of the guarantee. In the absence thereof, there will be no guarantee. Any claims under a guarantee can never be transferred.

4.4 Notwithstanding the provisions of this article, a time limit for lodging a complaint of 5 days after delivery will apply. This concerns an expiry period. The time at which Buyer discovered any defect is irrelevant.

4.5 If, despite the above, a claim is raised for reason of nonconformance, Heisterkamp must always be given the opportunity to repair the defect. Repairs will be carried out at the address of Heisterkamp. Any (transport) costs for transportation of the property sold to the address of Heisterkamp will be to the account of Buyer. If repair to the opinion of Heisterkamp is not possible or does not seem logical, Heisterkamp will be entitled to offer a replacement vehicle, which must be accepted by Buyer. Buyer cannot terminate the purchase agreement.

4.6 Heisterkamp advises Buyer to inspect or to have the property sold inspected prior to the formation of the purchase agreement or to have it inspected or to have a prepurchase inspection carried out.

Article 5 Liability

5.1 Heisterkamp is not liable for damage as a result of any failure in the compliance with its obligation(s) against Contracting Party. The compliance of the obligations as described in article 4.5 qualifies as only and full compensation of damages. Any other claim for compensation of damages, including for example but without any limitation, consequential damage (standstill, loss of income and other indirect damage of whatever nature whatsoever) and damage as a result of liability with respect to third parties is expressly excluded.

Article 6 Governing law and court

6.1 All offers and agreements of Heisterkamp are governed by Dutch law. Any dispute that might arise by reason of the agreements concluded between Contracting Party and Heisterkamp or by reason of any further agreements deriving from it, will be resolved exclusively by the Court of Overijssel. The applicability of the Vienna Sales Convention (CISG) is excluded.