

**GENERAL CONDITIONS OF SALE; VERSION 2023**

**Artikel 1: Applicability**

- 1.1 These conditions of sale apply to all quotations, offers, order confirmations, agreements and all agreements resulting therefrom involving an entity affiliated to VDL Groep B.V., a private company with limited liability with its registered office at Industrieweg 21, 5527 AJ Hapert, Chamber of Commerce no. 22029726 (hereinafter referred to as "VDL"), which relate to all goods, services and advice provided by VDL to a Customer (definition to follow), as well as any related work, including pursuant to a purchase and/or assignment.
- 1.2 The other party (including representatives, intermediaries or (legal) successors of that party) which enters into a legal relationship with VDL and to which VDL makes an offer is referred to in these conditions as the "Customer";
- 1.3 Once applicable, these conditions shall also apply to new agreements between the parties, unless expressly excluded, and to all non-contractual relationships between the parties. If the provisions in these conditions are amended by VDL, the new amended conditions shall apply instead of the present conditions.
- 1.4 The applicability of the Customer's general (purchase) conditions or other general terms and conditions is expressly excluded. If and insofar as the parties have expressly agreed in writing that the Customer's conditions also apply, these conditions shall prevail unless otherwise expressly agreed in writing.
- 1.5 In the event of a conflict between the contents of the agreement concluded between the Customer and VDL and these conditions, the provisions of the agreement shall prevail.
- 1.6 Deviations from these conditions are valid only if expressly agreed in writing. Deviations shall then only apply to those agreements where such deviation has been expressly declared applicable in writing.
- 1.7 If any provision (or part thereof) in these conditions is void or declared void, the remaining provisions (or parts thereof) of these conditions shall remain in full force and effect. In the aforementioned case, the Customer and VDL shall consult in order to agree on a new provision to replace the void or voided provision. The purpose and scope of the void or voided provision shall be observed as much as possible.

**Artikel 2: Offers and conclusion of agreements**

- 2.1. All offers and quotations ("Offer") are made without obligation and are revocable by VDL, even if they contain a set acceptance period. Orders received by VDL are binding on the Customer.
- 2.2. The illustrations, drawings, measurements, weight specifications, etc. accompanying an Offer are to be regarded as approximations, unless VDL has expressly stated that they are to be regarded as exact specifications.
- 2.3. The prices mentioned in the Offer are expressed in euros, exclusive of sales tax and other government levies or taxes. Prices are also exclusive of travel, accommodation, packaging, storage and transport costs as well as the costs of loading, unloading and cooperation in customs formalities. Any exchange rate risks shall be borne by the Customer.
- 2.4. An agreement is concluded between the parties and is binding if the Customer has signed an Offer, has otherwise indicated acceptance of the Offer or performs acts from which it may be inferred that an agreement has been concluded. VDL reserves the right to dissolve or terminate the agreement within 15 working days of its conclusion, without this resulting in any obligation for VDL.
- 2.5. VDL has the right to change an agreement by means of a written notification to the Customer if the change relates to a change of circumstances (e.g. new technical or legal requirements), regardless of whether these circumstances could have been foreseen at the time the original agreement was concluded.

**Artikel 3: Confidentiality**

- 3.1 All information provided by or on behalf of VDL to the Customer (such as but not limited to: offers, designs, personal data, drawings, illustrations and know-how) of whatever nature and in whatever form, shall be confidential and shall not be used by the Customer for any purpose other than performance of the agreement.
- 3.2 The information mentioned in paragraph 1 of this Article shall not be disclosed or reproduced by the Customer.
- 3.3 If the Customer breaches any of the obligations mentioned in paragraphs 1 and 2 of this Article, the Customer shall owe an immediately payable penalty of €50,000 for each breach. This penalty can be claimed in addition to compensation pursuant to the law.
- 3.4 The Customer must return or destroy the information mentioned in paragraph 1 of this Article immediately on request, within a period set by VDL, at VDL's discretion. In the event this provision is breached, the Customer shall owe VDL an immediately payable penalty of €2,500 per day. This penalty can be claimed in addition to compensation pursuant to the law.

**Artikel 4: Provision of information and advice**

- 4.1 The Customer warrants and guarantees the accuracy and completeness of the information provided by the Customer to VDL.
- 4.2 The Customer shall indemnify VDL against any third-party claim relating to the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like provided by or on behalf of the Customer. The Customer shall compensate VDL for any damage to be suffered by VDL, including all costs incurred to conduct a defence against these claims.
- 4.3 The Customer cannot derive any rights from advice and information provided by VDL that does not directly relate to the agreement.

**Artikel 5: Delivery time**

- 5.1 Any stated delivery time or implementation period is indicative.
- 5.2 The delivery time or implementation period shall not start until agreement has been reached on all commercial and technical details and all necessary information - in the opinion of VDL - is in VDL's possession, the agreed (instalment) payment has been received and the other conditions for performance of the agreement have been met.
- 5.3 If there:
- a. are circumstances other than those known to VDL when VDL indicated the delivery time or implementation period (including but not limited to timely delivery of materials and/or parts ordered by VDL), the delivery time or implementation period shall be extended by the time VDL, taking into account its schedule, needs to perform the agreement under these circumstances;
  - b. is additional work, the delivery time or implementation period shall be extended by the time VDL, taking into account its planning, needs to deliver (or have delivered) the materials and parts for that purpose and to carry out the additional work;
  - c. is suspension of obligations by VDL, the delivery time or implementation period shall be extended by the time VDL, taking into account its schedule, needs to perform the agreement after the reason for the suspension has lapsed;
- 5.4 Barring evidence to the contrary provided by the Customer, the duration of the extension of the delivery time or implementation period is presumed to be necessary and to be the result of a situation as referred to above under a. to c.
- 5.5 The Customer is obliged to pay all costs incurred or damage suffered by VDL as a result of a delay in the delivery time or implementation period, as referred to in paragraph 3 of this Article.
- 5.6 Exceeding the delivery time or implementation period shall under no circumstances entitle the Customer to compensation or dissolution. The Customer shall indemnify VDL against any third-party claims resulting from exceeding the delivery time or implementation period.

**Artikel 6: Transfer**

- 6.1 The Customer cannot transfer or pledge any rights and/or obligations under any Article of these general conditions or the agreement(s), except with the prior written permission of VDL. In addition

to effect under the law of obligations, a restriction of transferability also has effect under property law as referred to in Section 83(2) of Book 3 of the Dutch Civil Code.

- 6.2 VDL may subcontract (part of) the work under the agreement.
- 6.3 VDL is at all times entitled to transfer all or part of its rights and/or obligations vis-à-vis the Customer to another party, which then becomes the other party in its place. The Customer hereby grants VDL its irrevocable and unconditional consent to this transfer. The transfer shall come into effect as soon as VDL, also on behalf of the party taking over the relevant rights and obligations, has informed the Customer thereof in writing.

**Artikel 7: Delivery and transfer of risk**

- 7.1 Delivery shall take place at the time VDL makes the good available to the Customer at its business location and has informed the Customer that the good is at the Customer's disposal (in accordance with Incoterms 2020 Ex works (EXW)). The Customer shall bear the risk of the good for storage, loading, transport and unloading from that moment onwards, among other things.
- 7.2 Unless otherwise agreed by the parties, the Customer will arrange for transport. The risk of storage, loading, transport and unloading among other things shall in that case rest with the Customer. The Customer can take out insurance against these risks.
- 7.3 In the event of a trade-in and the Customer retains the good to be traded in pending delivery of the new good, the risk in respect of the item to be traded in shall remain with the Customer until the time at which the Customer has placed it in VDL's possession. If the Customer cannot deliver the good to be exchanged in the condition it was in when the agreement was concluded, VDL shall have the right to determine the value of the good to be exchanged or to dissolve the agreement, in which case VDL retains the right to claim damages.

**Artikel 8: Price changes**

- 8.1 VDL may pass on to the Customer any increase in cost-determining factors (including but not limited to increases in: material, transport, energy and labour costs), which occurred after the agreement was concluded. The Customer is obliged to pay the price increase on VDL's immediate request.
- 8.2 If the value of the euro (€) changes when compared to other currencies, VDL will have the right to revise the price accordingly.

**Artikel 9: Force majeure**

- 9.1 A failure to comply with its obligations cannot be held against VDL if this failure is the result of force majeure.
- 9.2 Force majeure shall include: the circumstance that third parties engaged by the VDL, such as suppliers, subcontractors and transporters, or other parties on which the VDL is dependent, fail to meet their obligations or fail to meet them in good time, weather conditions, natural disasters, floods, material shortages, staff shortages, terrorism, cybercrime, disruption of the digital infrastructure, fire, power failures, epidemics, pandemics, loss, theft or loss of tools, materials or information, road blockades, strikes or work stoppages and import or trade restrictions. It is irrelevant in this connection whether the circumstance in question was foreseeable when the contract was concluded.
- 9.3 VDL has the right to suspend compliance with its obligations if VDL is temporarily unable to comply with its obligations vis-à-vis the Customer due to force majeure. If the situation of force majeure has ended, VDL shall comply with its obligations as soon as its schedule permits.
- 9.4 If there is force majeure and compliance is or becomes permanently impossible, or the temporary force majeure situation has lasted for more than six months, VDL and/or the Customer shall have the right to dissolve the agreement in whole or in part with immediate effect. However, the Customer only has the right to dissolve in respect of that part of the obligations not yet complied with by VDL. The parties are not entitled to compensation of the damage suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this Article.
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**Artikel 10: Scope of the work.**

- 10.1 The Customer must ensure that all permits, exemptions and other decisions necessary to carry out the work are obtained in time. The Customer is obliged to send VDL a copy of the aforementioned documents on VDL's immediate request.
- 10.2 Unless otherwise agreed in writing, work outside a VDL location does not include:
- a. earthwork, piling, cutting, demolition, foundation, repair or other construction work;
  - b. realising connections of gas, water, electricity, internet or other infrastructural facilities;
  - c. measures to prevent or limit damage to or theft or loss of goods present at or near the workplace;
  - d. disposal of materials, construction materials or waste;
  - e. vertical and horizontal transport.

**Artikel 11: Additional work**

- 11.1 Changes to the work result in any event in additional work if:
- a. there is a change in the design, numbers, specifications or contract documents;
  - b. the information provided by the Customer does not correspond to reality.
- 11.2 Additional work is calculated on the basis of the price-determining factors applicable at the time the additional work is carried out. The Customer is obliged to pay the price of the additional work on VDL's immediate request.

**Artikel 12: Liability**

- 12.1 In case of an attributable failure to perform the agreement, VDL's liability is limited to compensation of direct damage.
- 12.2 VDL's (total) liability to compensate damage under the agreement and irrespective of the (legal) basis is also limited to the lower amount of:
- (i) 10% of the agreed total contract price (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation to pay compensation shall be limited to a maximum of 10% (excluding VAT) of the contract price of that part or partial delivery; and
  - (ii) the amount actually paid out by VDL's liability insurer in the relevant case.
- 12.3 VDL shall in no event be liable to the Customer and the Customer shall indemnify VDL against any claims for indirect, intangible and consequential damage. Indirect, intangible and consequential damage includes but is not limited to: stagnation damage, loss of production, loss of profits, fines, transport costs, loss of anticipated savings, installation or dismantling costs, rental or holding costs, loss of information and/or data, inspection costs, operating costs, expenses, labour costs, loss of anticipated production, damage due to business interruption, opportunity costs, replacement costs (including but not limited to product recalls and modifications), loss or diminution of goodwill and reputational damage and travel and accommodation costs.
- 12.4 VDL is not obliged to compensate damage to material supplied by or on behalf of the Customer caused by improper processing.
- 12.5 The Customer shall indemnify VDL against all third-party claims based on product liability caused by a defect in a product delivered by the Customer to a third party, of which the products or materials delivered by VDL form a part. The Customer is obliged to compensate all damage suffered by VDL in this respect, including the (full) costs of conducting a defence.
- 12.6 The Customer shall not bring any personal claim against individual officers or employees of VDL in respect of this liability. The applicability of Sections 404, 407 and 409 of Book of the Dutch Civil Code is hereby expressly excluded.
- 12.7 If exclusion/limitation of liability does not apply in an applicable jurisdiction, the exclusion/limitation is deemed to be replaced by a valid exclusion/limitation that most closely matches the intention and purpose of the original exclusion.
- 12.8 The above limitations of liability do not apply if the liability results from wilful misconduct by VDL's executive management.

**Artikel 13: Warranty and other claims**

- 13.1 Unless otherwise agreed in writing, VDL warrants the soundness of the delivered good for a period of six months after delivery, as detailed in the following paragraphs.
- 13.2 If the parties have agreed different warranty terms, the provisions of this Article shall apply in full, unless such would be contrary to those deviating warranty terms.
- 13.3 If it appears that the delivery was unsound, VDL shall, within a reasonable period of time, choose whether to repair, replace, redeliver or credit the Customer for a proportional part of the agreed price. If VDL opts for repair or replacement, VDL shall determine the manner and time of performance. If the agreement (partly) consisted of processing material supplied by the Customer, the Customer must supply new material at its own expense and risk.
- 13.4 Parts or materials to be repaired or replaced by VDL shall be sent to it by the Customer.
- 13.5 For the Customer's account:
- all transport or shipping costs;
  - costs of disassembly and assembly;
  - travel and accommodation costs and travel time.
- 13.6 The Customer shall always afford VDL the opportunity to repair any defect, redeliver or perform the processing again.
- 13.7 VDL is only obliged to perform the warranty if the Customer has fulfilled all of its obligations.
- 13.8 a. Warranty is excluded for defects resulting from:
- normal wear and tear;
  - inexpert use;
  - maintenance not carried out or carried out incorrectly;
  - installation, assembly, modification or repair by the Customer or by third parties;
  - defects in or unsuitability of goods originating from, or prescribed by the Customer;
  - defects in or unsuitability of materials or tools used by the Customer.
- b. No warranty is provided in respect of:
- delivered goods that were not new at the time of delivery;
  - parts under factory warranty.
- 13.9 The provisions of this Article apply mutatis mutandis to any claims by the Customer based on breach of contract, non-conformity or any other basis.

**Artikel 14: Duty to complain**

- 14.1 The Customer can no longer invoke a defect in performance if the Customer has not complained about it in writing to VDL within fourteen days after the Customer discovered or should reasonably have discovered the defect.
- 14.2 The Customer must have submitted complaints about the invoice to VDL in writing within the payment period, under penalty of forfeiture of all rights. If the payment period exceeds thirty days, the Customer must have complained in writing no later than thirty days from the invoice date.

**Artikel 15: Goods not taken delivery of**

- 15.1 The Customer is obliged to actually take delivery of the good or goods that are the subject of the agreement at the agreed place after the delivery time has elapsed.
- 15.2 The Customer is required to cooperate fully and free of charge in enabling VDL to deliver.
- 15.3 Goods not taken delivery of shall be stored at the Customer's expense and risk.
- 15.4 In the event the provisions of paragraph 1 or 2 of this Article are breached, the Customer shall, after having been given notice of default by VDL, owe VDL a penalty of €250 per day for each infringement, subject to a maximum of €25,000. This penalty can be claimed in addition to compensation pursuant to the law.

**Artikel 16: Payment**

- 16.1 Payment shall be made at VDL's place of business or into an account to be specified by VDL.
- 16.2 Unless otherwise agreed, payment shall be made within 30 days of the invoice date.
- 16.3 If the Customer fails to comply with its payment obligation, the Customer is obliged to comply with a request of VDL for tendering in payment instead of paying the agreed sum of money.
- 16.4 The right of the Customer to set off its claims against VDL or to suspend compliance with its obligations is excluded, unless VDL has been granted a suspension of payment, has been declared bankrupt or the statutory debt restructuring applies to VDL.
- 16.5 Regardless of whether VDL has fully delivered the agreed performance, all amounts the Customer owes or will owe to it under the agreement are immediately due and payable if:
- a payment deadline has been missed;
  - a petition for the Customer's bankruptcy or suspension of payments has been filed;
  - an attachment has been levied against goods or claims of the Customer;
  - The Customer (company) is dissolved or liquidated;
  - The Customer (natural person) applies for admission to statutory debt restructuring, is placed under guardianship or has died.
- 16.6 In case of late payment of a sum of money, the Customer shall owe VDL interest on that sum of money with effect from the day following the day agreed as the final day for payment up to and including the day on which the Customer has paid the sum of money. If the parties have not agreed on a deadline for payment, interest shall be due from 30 days after due date. The interest rate is 12% per year, but is equal to statutory interest if higher. When calculating interest, part of a month is considered a full month. At the end of each year, the amount on which interest is calculated shall be increased by the interest due for that year.
- 16.7 VDL is authorised to set off its debts to the Customer against claims of companies affiliated with VDL against the Customer. In addition, VDL has the right to set off its claims against the Customer against the debts companies affiliated with VDL owe to the Customer. Furthermore, VDL is authorised to set off its debts to the Customer against claims on companies affiliated with the Customer. Affiliated companies are defined as all companies belonging to the same group, within the meaning of Section 24b of Book 2 of the Dutch Civil Code and a participation within the meaning of Section 24c of the Dutch Civil Code.
- 16.8 If payment has not been made in time, the Customer shall owe VDL all extrajudicial costs subject to a minimum of €75.
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| These costs are calculated on the basis of the following table (principal amount including interest): |     |
| on the first €3,000   | 15% |
| on the excess up to €6,000  | 10% |
| on the excess up to €15,000   | 8%  |
| on the excess up to €60,000   | 5%  |
| on the excess from €60,000  | 3%  |
- The actual extrajudicial costs incurred are due if they are higher than follows from the above calculation.
- 16.9 If VDL is wholly or partly successful in legal proceedings, all costs VDL has incurred in connection with these proceedings shall be for the account of the Customer.

**Artikel 17: Security**

- 17.1 Regardless of the agreed payment conditions, the Customer is obliged, on VDL's immediate request, to provide adequate security for payment, at VDL's discretion. If the Customer does not comply with this within the stipulated period, the Customer shall be in default with immediate effect. In that case, VDL shall have the right to dissolve the agreement and to recover its damages from the Customer.
- 17.2 VDL shall remain the owner of delivered goods for as long as the Customer:
- has failed to comply with its obligations under any agreement with VDL;
  - has not paid the claims arising from failure to perform the above agreements, such as damage, penalties, interest and costs.

- 17.3 As long as the delivered goods are subject to retention of title, the Customer may not encumber or alienate them outside the scope of its normal business operations. This clause has effect under property law.
- 17.4 After VDL has invoked its retention of title, VDL shall have the right to collect the delivered goods. The Customer shall cooperate fully in this respect.
- 17.5 If the Customer has complied with its obligations after VDL has delivered the goods to it in accordance with the agreement, the retention of title in respect of these goods shall revive if the Customer fails to comply with its obligations under an agreement concluded at a later date.
- 17.6 VDL holds a right of pledge and a right of retention in respect of all goods VDL has or will have in its possession on any account whatsoever and on all claims VDL has or may have against the Customer.

**Artikel 18: Intellectual property rights**

- 18.1 VDL shall be regarded as the creator, designer or inventor, respectively, of the works, models or inventions created under the agreement.
- 18.2 VDL therefore has the exclusive right to apply for a patent, trademark or design.
- 18.3 If the performance to be delivered by VDL (partly) consists of the delivery of computer software, the source code shall not be transferred to the Customer. The Customer acquires a non-exclusive, worldwide and perpetual user licence in respect of the computer software solely for the purpose of normal use and proper operation of the good. The Customer is not allowed to transfer the licence or to grant a sublicense. If the Customer sells the good to a third party, the licence shall pass by operation of law to the acquirer of the good.
- 18.4 VDL is not liable for damage suffered by the Customer as a result of an infringement of intellectual property rights of third parties. The Customer shall indemnify VDL against any third-party claim relating to an infringement of intellectual property rights. The Customer is obliged to compensate all damage suffered by VDL in this respect, including the (full) costs of conducting a defence.

**Artikel 19: Privacy**

- 19.1 The Customer shall comply with all applicable national and international privacy legislation and regulations, such as but not limited to the General Data Protection Regulation ("GDPR") and its implementing acts. The Customer shall indemnify VDL against and compensate VDL for any disadvantage, including liabilities, claims (regardless of whether from third parties), costs, damages, losses and expenses (including judicial and extrajudicial costs, and legal costs and expenses) caused by or arising from (a legal claim for) non-compliance with this applicable privacy legislation and regulations.

**Artikel 20: Termination or cancellation of the agreement**

- 20.1 The Customer is not authorised to terminate or cancel the agreement, unless VDL consents thereto. If VDL consents thereto, the Customer shall owe VDL immediately due and payable compensation in the amount of the agreed price, less the savings for VDL resulting from the termination. The compensation shall be at least 20% of the agreed price.
- 20.2 If the price is made dependent on the actual costs to be incurred by VDL (cost-plus basis), the compensation referred to in the first paragraph of this Article shall be set at the sum of the costs, working hours and profit VDL would have expected to incur in performing the agreement.

**Artikel 21: VDL Groep Code of Conduct**

- 21.1 The Customer must be familiar and comply with the "VDL Groep Code of Conduct".
- 21.2 The "VDL Groep Code of Conduct" can be consulted and downloaded via [https://www.vdlgroep.com/asset/public/site/1/VDL-Gedragscode\\_NL\\_082020.pdf](https://www.vdlgroep.com/asset/public/site/1/VDL-Gedragscode_NL_082020.pdf).

**Artikel 22: Export**

- 22.1 If the Customer exports the products delivered by VDL abroad, the Customer shall be obliged to do so in accordance with the national and international export regulations applicable.
- 22.2 If it is necessary to carry out export inspections, the Customer shall be obliged, on VDL's request, to provide forthwith all information relating to a particular end customer, destination and intended use of the Product delivered by VDL, as well as all existing export restrictions.
- 22.3 The Customer shall indemnify VDL against and compensate VDL for all claims, proceedings, actions, fines, losses, costs and damages arising out of or in connection with non-compliance with export regulations, and shall compensate VDL for all losses and expenses arising therefrom.

**Artikel 23: Applicability and dispute resolution**

- 23.1 These conditions, the agreement and any agreements concluded in performance of or in connection with the agreement or these conditions shall be governed exclusively by Dutch law (to the exclusion of conflict rules or principles that would refer to another jurisdiction for such interpretation). The Vienna Sales Convention is expressly excluded, as is any other international regulation whose exclusion is permitted.
- 23.2 Disputes between the parties, including those that are considered disputes by only one of the parties, shall be amicably resolved in consultation insofar as possible. If the parties are unable to reach a solution, all disputes relating to these conditions, the agreement and any agreements in performance of or in connection with the agreement or these conditions shall be submitted exclusively to the competent court of the East-Brabant District Court. However, if the Customer is established in a country where a judgment of the Dutch court cannot be enforced, the dispute shall be settled exclusively by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The place of arbitration is Eindhoven in such cases.