

# General Terms and Conditions of Sale and Delivery

Version as of: March 2024

These General Terms and Conditions of Sale and Delivery (hereinafter also referred to as: "**VLB**") shall apply within their scope of application (see Clause A.1) vis-à-vis customers, prospective customers and contractual partners (hereinafter also jointly referred to as: "**Customers**" or "**you**")<sup>1</sup> for the business relationships with the following companies (hereinafter also jointly referred to as: "**KNAPEN**", "**we**" or "**us**"):

- STAPELSTENEN B.V., Theo van Doesburgstraat 8, 5753 DL Deurne, Netherlands, T: +31 (0) 493 320 330, [info@knapen-trailers.nl](mailto:info@knapen-trailers.nl) (hereinafter also: "**STAPELSTENEN**");
- KNAPEN Trailers B.V., Theo van Doesburgstraat 8, 5753 DL Deurne, Netherlands, T: +31 (0) 493 320 330, [info@knapen-trailers.nl](mailto:info@knapen-trailers.nl) (hereinafter also: "**KNAPEN TRAILERS**");
- KNAPEN Trailers International B.V., Theo van Doesburgstraat 8, 5753 DL Deurne, Netherlands, T: + 31 (0) 493 320 330, [info@knapen-trailers.nl](mailto:info@knapen-trailers.nl) (hereinafter also: "**KNAPEN INTERNATIONAL**");
- KNAPEN Service B.V., Liesselseweg 141; 5753 PN Deurne, Netherlands, T: +31 (0)493 326 669, [parts@knapen-service.nl](mailto:parts@knapen-service.nl) and [service@knapen-trailers.nl](mailto:service@knapen-trailers.nl) (hereinafter also: "**KNAPEN SERVICES**");
- TRAILNED B.V., Liesselseweg 141; 5753 PN Deurne, Netherlands, T: +31 (0) 493 327 777, [info@trailned.nl](mailto:info@trailned.nl) and [rental@trailned.nl](mailto:rental@trailned.nl) (hereinafter also: "**TRAILNED**").

For purposes of better clarity, these VLB have a modular structure. This means that they consist of a General Part, the content of which relates to all transactions of KNAPEN (Part A) and several Special Parts (Parts B to F), which contain special rules for specific transactions with KNAPEN. Please take the time to read these VLB carefully. Since you may not use all types of our offers, not all parts of these VLB may be relevant to you. To find the parts that are relevant to you, please refer to the breakdown below:

Part	Designation	This part is for you...	There you will find, among other things, information on:
<b>A</b>	<b>General Provisions</b>	...always relevant.	Scope of application; formal requirements; priority rules; initiation and conclusion of Performance Contracts, provision of services, prices; transfer of risk; payments and defences; <b>retention of title</b> ; proprietary rights and warranty; <b>liability</b> : Force Majeure; data protection; confidentiality; export control; compliance; assignment; final provisions (including <b>choice of law</b> and <b>place of venue</b> ).
<b>B</b>	<b>Special terms and conditions for New Delivery Transactions</b>	...relevant if you would like to purchase New Products (especially factory-new commercial vehicles) from us.	Definition and conclusion of New Delivery Transactions; delivery, transfer of risk and ownership, <b>non-acceptance</b> ; price adjustment; invoicing; <b>warranty</b>
<b>C</b>	<b>Special terms and conditions for Used Vehicle Transactions</b>	...relevant if you would like to purchase or rent a Used Vehicle from us.	Definition and conclusion of Used Vehicle Transactions; delivery, transfer of risk and transfer of ownership in the case of Used Vehicle purchases; Used Vehicle Rental; invoicing; price adjustment; <b>warranty</b>
<b>D</b>	<b>Special terms and conditions for Spare Part Transactions</b>	...relevant if you wish to purchase vehicle or other accessories (e.g. via our online shop "Spare Parts").	Definition and conclusion of Spare Part Transactions; order process; delivery, transfer of risk and ownership; invoicing; price adjustment; <b>warranty</b>
<b>E</b>	<b>Special terms and conditions for Telematics Contracts</b>	...relevant if you want to use telematics services and other digital services offered by us via a telematics box.	Definition and conclusion of Telematics Contracts; <b>priority of special contract terms</b>
<b>F</b>	<b>Special terms and conditions for Service Contracts</b>	...relevant if you wish to make use of repair and maintenance services.	Definition and conclusion of Service Contracts; <b>priority of special contract terms</b> ; invoicing

<sup>1</sup> For better readability, the masculine form is used when referring to persons, while always including the feminine or any other form.



## PART A - GENERAL PROVISIONS

### **A.1. Scope of these VLB**

#### *A.1.1 Personal scope*

These VLB apply only to business contacts and legal transactions with Customers which are entrepreneurs, legal entities or special funds under public law. They do not apply to consumers. You act as an entrepreneur if you act in the exercise of your commercial or self-employed professional activity when placing the order. You act as a consumer if you are a natural person, acting for purposes outside your business or professional activity.

#### *A.1.2 Substantive scope*

These VLB shall apply to all deliveries (e.g. of goods) and services (e.g. services or works) of any kind to be provided by or under the responsibility of KNAPEN to Customers (including importers), including offers made in connection therewith (hereinafter jointly also referred to as "**KNAPEN-Offers**"), in particular to the offer and sale of factory-new and used purchased goods and the provision of related deliveries and services described below. These VLB shall form part of all contracts, in particular Performance Contracts (see Clause A.4.4), which KNAPEN enters into with Customers for these purposes.

#### *A.1.3 Framework agreement*

These VLB shall also apply as a framework agreement to all future KNAPEN-Offers, even if their application is not separately agreed again with the Customer.

#### *A.1.4 Exclusive application of these VLB*

General Terms and Conditions of the Customer or of third parties (hereinafter: "**GTC**") which deviate from, conflict with or supplement these VLB shall not apply and shall not become part of the contract unless we have expressly agreed to their application in an individual case. This shall also apply if we do not expressly object to the applicability of the GTC or perform or render the delivery or service to the Customer without reservation with knowledge of the GTC.

#### *A.1.5 Supplementary application of statutory provisions*

Any references in these VLB to the application of statutory provisions are for clarification purposes only. Even without such clarification, the applicable statutory provisions shall apply insofar as they are not amended or excluded in these VLB.

#### *A.1.6 Accessibility of and changes to these VLB*

These VLB apply in the version valid at the time of the conclusion of the relevant transaction. The currently valid version of these VLB can be accessed and downloaded from our website (<https://www.knapen-trailers.com/>).

We are entitled to unilaterally make changes to these VLB, we will inform you without undue delay of the new version and make the amended text available to you; the amended version will then apply to all future transactions with us from the time of this notification to you.

### **A.2. Formal requirements**

#### *A.2.1 Legally relevant declarations and notifications by the Customer*

Legally relevant declarations and notifications by the Customer to be made to us in connection with KNAPEN-Offers and concluded Performance Contracts (e.g. setting of deadlines, notifications of defects, declaration of rescission (*ontbinding*) or price reduction) shall be made in writing. Stricter statutory formal requirements and the demand for further evidence, in particular in the event of doubts regarding the authority of the person making the declaration, shall remain unaffected.

#### *A.2.2 Written form within the meaning of these VLB*

Unless expressly stipulated otherwise in individual cases, "written form" within the meaning of these VLB shall be deemed to have been complied with if written or text form is used (e.g. e-mail, letter, fax).

#### *A.2.3 Supplementary agreement on the use of electronic signatures*

In connection with some KNAPEN-Offers, electronic signature services (e.g. Adobe Sign, DocuSign) may be used by KNAPEN and the Customer. This requires the conclusion of a separate supplementary agreement.

### **A.3. Priority rules**

#### *A.3.1 Unconditional priority of individual agreements*

Individual agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall in any event take precedence over these VLB and other sets of conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such individual agreements.

#### *A.3.2 Precedence of Performance Contracts over these VLB*

In the event of any inconsistency between the content of a Performance Contract (see Clause A.4.4) and these VLB, the content of the Performance Contract shall prevail.

#### *A.3.3 Priority of the Special Parts over the General Section of these*

In the event of any inconsistency between provisions in the General Part of these VLB and the Special Parts of these VLB, the Special Parts shall prevail.

### **A.4. Initiation and conclusion of Performance Contracts; provision of services; prices; sales financing and receivables management**

#### *A.4.1 Offers and dealing with Offer Documentation*

The delivery and service offers presented on our Internet pages, in brochures, advertisements, catalogues and other advertising material are subject to change and non-binding, unless expressly indicated otherwise. We reserve the right to change delivery and service offers (including prices) at any time before the conclusion of the Performance Contract.

We reserve ownership, copyright and all other rights to offers, cost estimates, concepts, designs, drafts, drawings, illustrations, calculations, models, catalogues, tools and all other documents and objects which are transmitted or made available to the Customer for the purpose of the offer (hereinafter also referred to jointly as: "**Offer Documentation**"). Without our consent, which may not be unreasonably withheld, the Customer may not modify the Offer Documentation, make it accessible or available for use by third parties or reproduce it. Offer Documentation (including any copies) must be returned or destroyed without undue delay upon our request, to the extent that we in our own discretion deem it is no longer required in the ordinary course of business or if the negotiations do not lead to the conclusion of a Performance Contract.

#### *A.4.2 Inquiries and orders*

Inquiries and orders from KNAPEN-Offer are possible in any form (e.g. in writing, by telephone, by electronic means) and are binding for you after their receipt by us, unless we receive a revocation beforehand or at the same time or the revocation was expressly reserved by the Customer. We can accept or deny in our own discretion inquiries and orders from Customers within a reasonable period after receipt.

#### *A.4.3 Acceptance conditions*

The acceptance in our own discretion of an inquiry or order for a KNAPEN-Offer is subject to internal reviews as to whether there are any grounds preventing the conclusion or fulfilment of the relevant transaction. Such conflicting reasons include but are not limited to, in particular, that:

- any necessary official authorisations for the sale, delivery, transfer and/or export are not granted by the competent authorities;
- the Customer or a beneficial owner is on a blacklist to be observed by KNAPEN (e.g. due to lack of creditworthiness or sanctions lists to be observed by KNAPEN as well as rules regarding the prevention of money laundering);
- delivery to the intended destination country is not permitted under the relevant export control regulations;
- we have indications of a critical end-use (e.g. dual use goods or due to violations of Export Rules in accordance with Clause A.13.) of the ordered delivery or service.

#### *A.4.4 Conclusion of Performance Contracts*

If you have declared that you wish to make use of a KNAPEN-Offer provided by us and we have accepted this inquiry, assignment or order (either expressly, e.g. by order confirmation, or impliedly, e.g. by shipping the delivery), a separate contract for the delivery, provision or use of the relevant KNAPEN-Offer is concluded between you and us

that includes these VLB (hereinafter also: "**Performance Contract**"). For details on the manner of conclusion and the contents of Performance Contracts, please refer to the respective passages in the Special Parts of these VLB.

The scope and the programme of rights and obligations of Performance Contracts shall be determined solely by their respective content. Subject to proof to the contrary, all agreements made on the respective subject matter of the contract are fully documented in the Performance Contract.

#### A.4.5 *Performance; deviations; partial delivery/performance*

As your contractual partner, we are responsible for the performance and provision of the deliveries and services owed by us, in accordance with and limited by the terms and conditions set forth in these VLB, such as the limitation of liability included in Clause A.9 The Customer has no claim to a specific production site or delivery plant. For details on the manner of delivery and performance, please refer to the respective passages in the Special Parts of these VLB.

We reserve the right to minor or technically unavoidable deviations regarding the quality of the delivery items due to legal requirements, to the extent that this is not unreasonable for the Customer (e.g. insofar as the Performance Contract requires exact compliance with a certain quality). This applies in particular to design, technical or physical information provided by us in delivery and service offers, illustrations or other advertising material (e.g. weight, dimensions, shape, utility value, load capacity, tolerances, colour).

We are entitled to make partial deliveries and provide partial services if (i) the partial delivery or service is usable for the Customer within the scope of the contractual purpose, (ii) the remaining delivery or service is ensured and (iii) the Customer does not incur significant additional expenses or costs as a result (unless we agree to bear the costs). Each partial delivery or service may be invoiced separately.

#### A.4.6 *Delivery periods and dates; Performance Unavailability*

Dates and delivery periods for KNAPEN-Offers shall be agreed individually or specified when the Performance Contract is concluded. Otherwise, delivery will be made as soon as possible.

If we are unable to meet binding delivery periods or deadlines for reasons for which we are in our own discretion not responsible (hereinafter: "**Performance Unavailability**"), we shall inform the Customer thereof without undue delay and at the same time notify the Customer of the expected new delivery period or the new date. If the delivery or service is still not available within the new delivery period, we shall be entitled to rescind (*ontbinden*) the Performance Contract in whole or in part; we shall without undue delay refund any consideration already paid by the Customer. A case of Performance Unavailability in this sense shall be deemed to be, but not limited to, in particular, the failure of our supplier to deliver on time if we have concluded a congruent cover transaction, if neither we nor our supplier are at fault, and if we have not assumed any special procurement risk in the individual case, as well as the case that suppliers or raw materials specified by the Customer are not available.

Compliance with dates and delivery periods also presupposes the fulfilment of the Customer's contractual duties to cooperate. Otherwise, an agreed date or an agreed delivery period shall be extended by the period during which the Customer has not fulfilled its obligation to cooperate.

Our liability for delay is limited in accordance with Clause A.9.1.

#### A.4.7 *Place of performance and sale by delivery to a place other than the place of performance*

Unless otherwise agreed, the place of performance for deliveries owed by us within the scope of KNAPEN-Offers shall be the warehouse from which the delivery is made, and for all other services the place of business of KNAPEN from which the service is rendered. This shall also apply to any subsequent performance.

At the request and expense of the buyer, items to be delivered shall be shipped to a different destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging, insurance) ourselves.

#### A.4.8 *Transport material*

Transport containers and racks, loading trays and other reusable packaging and transport aids will be invoiced at the applicable price in each case. Upon return of these transport materials, the amount invoiced for them will be credited – if applicable, with deduction of an appropriate compensation for use – and, if already paid by the Customer, reimbursed by us.

#### A.4.9 *Prices*

All prices quoted are in EURO and net (excluding VAT).

## **A.5. Transfer of risk**

### *A.5.1 Provision, handover and partial deliveries*

Insofar as goods are to be delivered that are governed by these VLB, the risk of accidental loss and accidental deterioration shall pass to the Customer in the case of an obligation to collect at the time when the Customer is informed that the object has been made available and otherwise at the latest at the time of handover of the item. In the case of sale by delivery to a place other than the place of performance (see Clause A.4.7), the risk shall pass to the Customer when the goods are handed over to the forwarding agent, the freight carrier, or any other person or institution designated to carry out the shipment.

The foregoing shall also apply if partial deliveries are made or we have assumed other ancillary services (e.g. installation).

### *A.5.2 Acceptance of works or services*

Insofar as works or services are to be performed under these VLB and an acceptance procedure is agreed, the acceptance shall be decisive for the transfer of risk. These VLB shall take precedence over the applicable statutory provisions.

### *A.5.3 Default of acceptance*

It is equivalent to handover or acceptance if the Customer is in default of acceptance, i.e. the Customer does not fulfil its obligations to collect or accept the goods.

In the event of a default of acceptance by the Customer, we shall be entitled to demand compensation for the damage resulting thereof, including but not limited to additional expenses incurred (e.g. storage costs, stand fees).

## **A.6. Payments and defences**

### *A.6.1 Terms of payment*

For details on the terms of payment, please refer to the respective passages in the Special Parts of these VLB. It is possible that the payment is to be made by you to a company of the KRONE Group of Companies<sup>2</sup> or a payment service provider other than your contractual partner. If this is the case, this will be done on behalf of or at the behest of us or your contractual partner in the Performance Contract.

### *A.6.2 Payment deadlines and default*

Unless otherwise explicitly agreed (e.g. prepayment), the Customer shall settle any outstanding payments within 30 days after receipt of an invoice. The date of receipt in our bank account or the bank account specified in the invoice shall be decisive for the date of each payment. If the Customer fails to timely pay in accordance with these VLB, during the Customer's default in payment, we shall be entitled to charge interest at the statutory interest rate applicable.

### *A.6.3 Rights of set-off, rights to refuse performance and rights of retention (retentierecht)*

We shall be entitled to rights of set-off, refusal of performance, or retention (*retentierecht*) to the extent permitted by law. Furthermore, we may refuse outstanding deliveries and services if it becomes known after conclusion of the contract that the conditions of acceptance (see Clause A.4.3) are not (or are no longer) fulfilled. The same applies if we become aware of circumstances which show that the financial circumstances or creditworthiness of the Customer have deteriorated significantly, so that proper fulfilment of the contract can no longer be expected, unless the Customer provides the consideration (advance payment) at our request or provides appropriate security for the consideration.

The Customer shall be entitled to rights of set-off, refusal of performance or retention only if its counterclaim has been established with legally-binding effect (i.e. established by the competent court), or if it is not disputed or has been explicitly recognised by us. A right of retention due to a notice of defect remains unaffected by this; however, the Customer is only entitled to such a right in an appropriate proportion to the defects to be remedied.

## **A.7. Retention of title (*eigendomsvoorbehoud*)**

### *A.7.1 Scope of application*

Insofar as the Special Conditions of these VLB or a Performance Contract provide that we reserve title to an item sold (hereinafter also referred to as: "**Reserved Goods**"), the following provisions shall apply.

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<sup>2</sup> The KRONE Group of Companies includes all companies in which the Bernard Krone Familienstiftung, Heinrich-Krone-Straße 10, 48480 Spelle, has a direct or indirect shareholding.

#### A.7.2 Retention of title (*eigendomsvoorbehoud*)

We retain title to the Reserved Goods until all our current and future claims arising from agreements pursuant to which goods were delivered to Customer (hereinafter also referred to as: "**Secured Claims**") have been settled in full. If an entry of the reservation of title in a public register should be necessary or the effectiveness of the retention of title (*eigendomsvoorbehoud*) requires the cooperation of the Customer in any other way, the Customer is obliged to carry out the necessary cooperation actions at its own expense.

If a vehicle registration document has been issued for the Reserved Goods, this shall remain with us for the duration of the retention of title (*eigendomsvoorbehoud*).

#### A.7.3 Handling the Reserved Goods and costs

The Customer shall treat the Reserved Goods with diligent care and use them as intended (in particular in accordance with the specifications in the operating instructions). The Customer is also obliged to insure them adequately at his own expense against fire, water, loss, vandalism and other usual risks; if required by law, he must in particular take out liability insurance. The Customer shall also bear all other running costs of the Reserved Goods, in particular taxes and insurance premiums. If maintenance and inspection work must be carried out in order to maintain the operational or roadworthy condition, the Customer must carry this out in a timely and professional manner at its own expense. This also applies to the costs of necessary repairs, unless total loss is to be assumed due to the severity or extent of the damage or the anticipated repair costs exceed 60% of the replacement value of the Reserved Goods.

The Reserved Goods may not be pledged to third parties or assigned as security or otherwise encumbered with the rights of third parties before complete fulfilment of the Secured Claims. The Customer must notify us without undue delay in writing, enclosing all necessary information and documents, if and insofar as the Reserved Goods are stolen or damaged or perish or if third parties have accessed (e.g. by seizures) the Reserved Goods. In the latter case, the Customer must also inform the third party of our right of ownership.

For the duration of the retention of title (*eigendomsvoorbehoud*), subsequent changes, additional installations as well as painting and labelling of the Reserved Goods are only permissible with our prior written consent, which may not be unreasonably withheld.

#### A.7.4 Rescission (*ontbinding*) and demand for surrender

In the event of conduct by the Customer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to rescind (*ontbinden*) the contract in accordance with the statutory provisions or/and to demand the return of the goods on the basis of the retention of title (*eigendomsvoorbehoud*) and to realise them. The demand for surrender does not automatically include the declaration of rescission (*ontbinding*); rather, we are entitled to demand only the surrender of the goods and to reserve the right to rescind (*ontbinden*) the contract. If the Customer does not pay the purchase price due, we may only assert these rights if we have previously set a reasonable deadline for payment for the Customer or if setting such a deadline is dispensable according to the statutory provisions.

#### A.7.5 Resale and processing in the ordinary course of business

Until revocation (see below under c)), the Customer is entitled to use, sell and/or process or mix the Reserved Goods within the scope of its ordinary business operations. In this case, the following provisions shall apply in addition:

- a) The retention of title (*eigendomsvoorbehoud*) extends to the products resulting from the processing, mixing or combination of the Reserved Goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Beyond that, the same shall apply to the resulting product as to the Reserved Goods.
- b) The Customer hereby assigns to us by way of security the claims against third parties arising from the resale of the Reserved Goods or the product manufactured therewith in the amount of our possible co-ownership share in accordance with the aforementioned letter a). We accept this assignment. The obligations of the Customer stated in Clause A.7.3 shall also apply accordingly in respect of the assigned claims.
- c) The Customer shall remain authorised to collect the claim in its own name in addition to us. We undertake not to revoke the Customer's right of resale and the collection authorisation as long as the Customer (i) is not wholly or partially in arrears with the fulfilment of the secured payment obligations towards us, (ii) is not in payment difficulties due to a significant deterioration in its financial circumstances, (iii) duly fulfils its contractual obligations towards us. In the event of revocation, the Customer is obliged, at our written request, to inform us of the debtors of the assigned claims, to provide us with all documents and information necessary for the assertion of these claims, and to notify the debtors of the assignment.

## **A.8. Proprietary rights and warranty**

### *A.8.1 Dealing with infringements of proprietary rights*

We are not aware that KNAPEN-Offers infringe upon any industrial property rights or copyrights of third parties. Each contractual partner shall notify the other contractual partner in writing without undue delay if any claims are asserted against it by third parties for the infringement of such rights.

In the event of an infringement of proprietary rights, we are entitled to, in our own discretion and at our option and at our expense, modify or replace the item of the relevant KNAPEN-Offer in such a way that no third party rights are infringed upon any longer, but the delivery item continues to fulfil the contractually agreed functions, or procure the necessary rights of use for the Customer by concluding an agreement with the respective third party. If we do not succeed in doing so within a reasonable period of time, the Customer is entitled to rescind (*ontbinden*) the Performance Contract or to reduce the price to a reasonable extent.

In the event of infringements of rights by products of other manufacturers supplied by us, we shall, at our discretion, assert our claims against the manufacturers or upstream suppliers for the account of the Customer or assign them to the Customer. In these cases, warranty claims against us shall only exist if the legal enforcement of the aforementioned claims against the manufacturers and suppliers was unsuccessful or is futile, e.g. due to insolvency.

### *A.8.2 Other warranty rights*

The Customer's further warranty rights with KNAPEN-Offers are set out in the relevant sections of the Special Parts of these VLB. Our liability is governed by Clause A.9.

## **A.9. Liability**

### *A.9.1 KNAPEN liability*

None of the provisions in this Clause A.9. or elsewhere in these VLB limit our legal liability for damages and reimbursement of expenses under Dutch law (including in connection with warranty cases)

- for intent or gross negligence, or
- for culpable injury to life, body, or health, or
- for claims arising from the Product Liability Act, from Art. 82 of Regulation (EU) 2016/679 (GDPR), or other mandatory statutory liability provisions or bases for claims, but only as provided for therein.

Subject to the rest of this Clause A.9.1, KNAPEN shall not be liable to the Customer for any of the following types of loss:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data or information;
- loss of reputation;
- loss of or damage to goodwill or opportunity; or
- indirect or consequential loss.

Subject to the rest of this Clause A.9.1, KNAPEN's aggregate liability in respect of any and all claims under and/or related to these VLB, regardless of the grounds thereof, shall not exceed an amount equal to the purchase price of the relevant KNAPEN-Offers in question, paid by the Customer to KNAPEN.

The above provisions in this Clause A.9.1 shall also apply accordingly in favour of our vicarious agents, legal representatives, agents, employees and workers for the scope of their personal liability.

### *A.9.2 Liability of the Customer*

Unless otherwise agreed or provided for in these VLB, the Customer shall be liable for the breach of contractual and statutory obligations in accordance with the applicable statutory provisions.

### *A.9.3 Warranty conditions*



Unless otherwise agreed or provided for in these VLB, if KNAPEN grants a warranty, this warranty is subject to the terms and conditions provided by KNAPEN for such a warranty. The provisions contained of such a warranty shall take precedence in their scope of application as special provisions in the event of conflicts with these VLB (cf. Clause A.3.2).

## **A.10. Force Majeure**

### *A.10.1 Term*

"**Force Majeure**" means the occurrence of an event or circumstance which prevents a contracting party (hereinafter also: "**Affected Party**") from performing one or more of its contractual obligations under the relevant Performance Contract and/or these VLB if and to the extent that the Affected Party proves that (i) such impediment to performance is beyond its reasonable control, and (ii) such impediment to performance was not reasonably foreseeable at the time of the conclusion of the relevant Performance Contract, and (iii) the effects of such impediment to performance could not reasonably have been avoided or overcome by the Affected Party (e.g. natural disasters, war, terror, sabotage, epidemics). For the avoidance of doubt, the existence of an event of Force Majeure is not excluded merely because it directly affects one of our suppliers.

### *A.10.2 Consequences of Force Majeure*

To the extent and for the duration of the effects of Force Majeure, the Affected Party shall be released from its obligations in connection with Performance Contracts (e.g. due to delayed performance) from the time of the occurrence of the Force Majeure event, whereby the non-affected party shall be informed thereof without undue delay. In this case, we reserve the right in particular to reduce delivery quantities if there is a production stoppage due to Force Majeure or if we ourselves are not supplied (on time).

### *A.10.3 Right of rescission (ontbinding)*

If the duration of the Force Majeure results in a party being deprived of what it had a right to expect as performance under the relevant Performance Contract, or if the effects of Force Majeure continue uninterrupted for more than 30 days, either party shall have the right to rescind (*ontbinden*) the relevant Performance Contract by giving written notice to the other party.

### *A.10.4 Relationship to other provisions*

For the avoidance of doubt, the provisions of this Clause A.10. shall not result in any form of extension or limitation of the liability provisions of Clause A.9., in particular not in a liability independent of fault, nor shall they prevent the Affected Party from invoking other applicable legal instruments or defences in connection with defaults (e.g. impossibility, unreasonableness, frustration of contract), provided that the respective prerequisites are met.

## **A.11. Data protection**

With regard to the processing of personal data relating to you in connection with the KNAPEN-Offers, please refer to our data protection information. These are available on our website (<https://www.knapen-trailers.com/en/privacy-policy>).

Your responsibility remains unaffected by any responsibility on our part insofar as you process personal data of third parties.

## **A.12. Confidential information; Reverse Engineering**

### *A.12.1 Confidential information*

"**Confidential Information**" means all information made available – in whatever form (written, oral, electronic, etc.) – by us to or learned about us by the Customer in the course of the business relationship with KNAPEN, which is not publicly known or publicly available and not easily retrievable. This includes in particular technical and commercial know-how as well as work results achieved in connection therewith, insofar as these are marked as confidential or their confidentiality is obvious from the circumstances of the disclosure or the nature of the information.

Information shall not be deemed to be Confidential Information in this sense if (i) the Customer developed it itself and independently of receiving Confidential Information from us, (ii) it was public knowledge at the time of its disclosure or later becomes public knowledge through no fault of the Customer, (iii) it was already known to the Customer or later becomes known without any breach of law recognisable to the Customer, (iv) there is a statutory, official or court-ordered duty to disclose it; in the case of (iv) you are obliged to inform us without undue delay of the relevant disclosure order, provided that this does not violate any laws.

#### A.12.2 Confidentiality of Confidential Information

You are obliged to treat all Confidential Information as confidential, to not make it accessible to unauthorised persons and to not use it for purposes that go beyond the specific contractual purpose of Performance Contracts concluded with us or our business relationship. Insofar as it is necessary to pass on Confidential Information directly or indirectly to employees or other persons engaged by you or to disclose it to such persons, confidentiality obligations shall be imposed on such persons to the extent permitted by law and shall correspond to those in these VLB. The obligation of confidentiality and limited use shall not affect mandatory disclosure rights under applicable law (e.g. under the Dutch Trade Secrets Act (*Wet bescherming bedrijfsgeheimen*)).

Confidential Information may not be used by you to register own proprietary rights (e.g. patents or designs) or those of third parties without our prior express consent. We reserve all rights to the Confidential Information, in particular property rights, copyrights and any licensing rights. All documents submitted regarding KNAPEN-Offers shall be returned to KNAPEN-Offers upon our request and in any case if no Performance Contract is concluded.

#### A.12.3 Reverse Engineering

Product samples, prototypes etc. handed over by us may not be analysed, decompiled, modified or disassembled ("**Reverse Engineering**") with regard to their composition or structure by the Customer itself or by third parties, unless otherwise agreed.

#### A.12.4 Protection of information according to statutory provisions

The contractually agreed protection of Confidential Information pursuant to this Clause A.12. as well as within the scope of Performance Contracts is independent of and in addition to the applicable statutory provisions on the protection of information.

### A.13. Export and sanctions control

#### A.13.1 Rules to be complied with

Insofar as this is relevant for deliveries and services pursuant to a Performance Contract, applicable foreign trade regulations as well as money laundering, export control, embargo and sanctions regulations and laws must be complied with (hereinafter also: "**Export Rules**"). This applies in particular to the following legal provisions, as amended at the time of delivery or performance within their respective scope of application:

- Regulation (EU) 2021/821 (EU Dual-Use Regulation) and its Annexes;
- applicable Dutch law; and
- restrictions resulting from export laws and regulations applicable to the USA (e.g. ITAR, EAR and OFAC sanctions regulations).

#### A.13.2 Duties of the Customer

Prior to exporting the goods and products supplied by us directly or indirectly, the Customer is required to carry out all necessary checks (sanctions lists, end-use, embargo provisions, etc.) to ensure compliance with the applicable Export Rules and, if necessary, to obtain the relevant approvals from the competent authorities at its own expense. To the extent necessary, KNAPEN shall cooperate to a reasonable extent in obtaining the relevant approvals.

Furthermore, the Customer is also obliged not to sell, export, re-export, deliver, pass on or otherwise make available goods and products supplied by us directly or indirectly, directly or indirectly to persons, companies, institutions, organisations or countries if this violates any Export Rules. When executing the contract, the Customer must in particular check whether the names of its customers, business partners and their employees are identical to those of the natural or legal persons, groups or organisations named in the current sanctions lists. In the event of an identity of name, the Customer shall refrain from conducting business with these persons, groups or organisations if a violation of the Export Rules cannot be ruled out.

The Customer is further obliged to provide us, at our request, with the necessary information on the end use of the goods and products to be delivered by us, in particular to issue so-called end-use documents and to send them to us in the original, so that we can check the end use and the intended purpose and document these to the competent export control authority.

#### A.13.3 KNAPEN's right of rescission (*ontbinding*)

We are entitled to rescind (*ontbinden*) a Performance Contract or individual delivery or service obligations in accordance with statutory provisions or to terminate an existing continuing obligation extraordinarily for good cause if and to the extent this is necessary for KNAPEN to comply with Export Rules. In the event of a rescission (*ontbinding*)

or termination, any deliveries and services provided at Customer's request up to that time shall be paid for on a pro rata basis.

#### **A.14. Code of Conduct and ethical standards**

It is KNAPEN's corporate self-image and thus also expected by all Customers and other business partners that all applicable laws and business ethics standards customary in the industry are complied with in respect to the existing business relationship. For this reason, the KNAPEN Compliance Programme has been established for the companies of the KRONE Group and a Code of Conduct has been issued. The Code of Conduct is available on request and can be downloaded from the website (<https://krone-group.com/compliance/>).

We expect our Customers to share these corporate ethics. The fundamental requirements in connection with our own business activities include:

- Not to commit any criminal offences or serious administrative offences, in particular bribery or corruption offences;
- not to have any direct or indirect business or other connections with terrorists, terrorist organizations, or other criminal or anti-constitutional organisations;
- comply with general human rights standards, environmental protection and occupational health and safety rules.

Failure to consistently comply with these principles is taken extremely seriously and may entitle KNAPEN to terminate the business relationship. We also expect our Customers to report any doubts regarding the ethical conduct in a particular matter, as well as concerns or potential violations of our compliance principles, through our whistle blower system (see <https://www.knapen-trailers.com/en/compliance-policy>).

#### **A.15. Assignment**

##### *A.15.1 Assignment of our rights and obligations*

We are entitled to transfer our rights and obligations as well as claims arising from delivery and Performance Contracts in whole or in part to third parties in accordance with the statutory provisions, in particular by assignment or changes in the shareholders structure and Customer hereby grants its consent for such assignment. We will ensure that the transfer does not affect your rights under Performance Contracts.

##### *A.15.2 Assignment of your receivables*

Claims arising from or in connection with Performance Contracts or these VLB to which you are entitled against us may only be assigned to third parties with our prior consent; such consent may not be unreasonably withheld by us. An assignment without such prior consent shall be null and void. This shall not apply if the claim is a monetary claim and the legal transaction which gave rise to the claim is a commercial transaction for both parties or the debtor is a legal entity under public law or a special fund under public law. Furthermore, any transfer of claims in accordance with statutory provisions shall remain unaffected by this.

#### **A.16. Final provisions**

##### *A.16.1 Enforceability*

Obligations set out in these VLB and/or contained in Performance Contracts shall remain effective and enforceable for us even if we partially and/or temporarily do not insist on their enforcement.

##### *A.16.2 Dealing with disagreements*

We want you to be satisfied with us. If there are any disagreements, please let us talk about them. While we are negotiating our differences of opinion, the limitation period for any claims is of course suspended. If it should nevertheless not be possible to reach an agreement, you have the right to take legal action.

##### *A.16.3 Place of venue*

KNAPEN and the Customer agree that Oost-Brabant (Netherlands) shall be the exclusive place of venue for any actions (including counterclaims) and judicial measures, irrespective of the legal grounds (including those concerning their validity), arising from or in connection with these VLB or Performance Contracts, without prejudice to the right of appeal and appeal to the Dutch supreme court. Mandatory places of venue contrary to this provision (e.g. for foreign Customers) shall remain unaffected. However, we are also entitled, but not obliged, to bring an action before the court which has jurisdiction at your place of business.

If the Customer has its registered seat or relevant office outside the European Union and the European Economic Area, we shall also be entitled, at our discretion to be exercised prior to legal proceedings, to have all disputes arising out of or in connection with Performance Contracts or these VLB or concerning their validity finally settled by arbitration without recourse to the ordinary courts of law. In this case, the Arbitration Rules of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. – DIS*) shall apply. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Münster, Germany. The arbitration proceedings shall be held in English.

*A.16.4 Applicable law*

These VLB and all Performance Contracts shall be governed by Dutch law, excluding its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). Insofar as foreign Customers have mandatory national legal provisions that conflict with this choice of law, these shall remain unaffected in their scope of application.

*A.16.5 Contract language*

The contractual language of these VLB and of any Performance Contracts concluded shall be Dutch, unless otherwise agreed. The Dutch version shall be the authoritative version for interpretation in the event that other language versions of these VLB are provided. Other language versions are merely provided as translations for convenience.

*A.16.6 Severability Clause*

If any provision in these VLB or in a Performance Contract is or becomes invalid, this shall not affect the validity of the remaining provisions.

## PART B - SPECIAL PROVISIONS FOR NEW DELIVERY TRANSACTIONS

### **B.1. Explanation and contact**

#### *B.1.1 Conclusion and execution of New Delivery Transactions*

This Part B shall apply to the sale and delivery of factory-new commercial vehicles and, where applicable, commercial vehicles manufactured or modified in accordance with specific Customer requirements, as well as trailers, semi-trailers, moving floor trailers, bodies, chassis, freight boxes, swap systems, trailer axles and other components for commercial vehicles (hereinafter also referred to collectively as "**New Products**") which are delivered by KNAPEN TRAILERS to the Customer (hereinafter also referred to collectively as "**New Delivery Transactions**"; New Delivery Transactions are Performance Contracts pursuant to Clause A.4.4). An overview of the New Products currently offered by us can be found, for example, on our website (<https://www.knapen-trailers.com>).

#### *B.1.2 Contact*

Our sales team is always available to answer any questions you may have in connection with New Products and New Delivery Transactions. You can find the right contact person for your region or your request using the search function on our website (<https://www.knapen-trailers.com>).

### **B.2. Conclusion of New Delivery Transactions**

#### *B.2.1 Offer preparation upon request*

If you are interested in a New Product, please contact us (see Clause B.1.2) and let us know your wishes and requirements. As soon as all relevant information is available and has been checked technically, commercially and legally by our responsible specialist departments, we will prepare an individual, still non-binding offer for you.

#### *B.2.2 Order placement and confirmation by KNAPEN TRAILERS*

If you place a binding order with us on the basis of a prepared offer, we will carry out all further checks necessary prior to the conclusion of the contract. In particular, our general conditions of acceptance for the conclusion of Performance Contracts apply (see Clause A.4.3). We also reserve the right to make acceptance dependent on an appropriate down payment.

After successful completion of these checks, we will send you an order confirmation by which we accept your order and whereby the Performance Contract for the New Delivery Transaction with KNAPEN TRAILERS is concluded.

#### *B.2.3 Change request or Cancellation by the Customer*

If changes are to be made to the requirements of the New Product to be delivered, you must inform us in writing thereof. Depending on the costs incurred herewith, we will submit a changed offer to you.

If you wish to cancel a New Delivery Transaction concluded with us prior to the provision of the New Product outside of the statutory rescission (*ontbinding*) requirements (hereinafter: "**Cancellation**"), you must inform us in writing thereof. Depending on the expenses incurred for the New Delivery Transaction to be cancelled, we will make you an offer for a mutually agreed cancellation of the contract, charging a reasonable cancellation fee (but at least 15% of the price).

#### *B.2.4 Price adjustments*

KNAPEN reserves the right to (temporarily) adjust the prices for Products and/or Services at any time, for example, but not limited to, due to increases in purchase prices, storage costs charged by suppliers to KNAPEN, raw material prices, labor costs, changes in exchange rates, changes in transport and/or shipping costs and other cost-increasing factors, such as, but not limited to, cost-increasing taxes, levies or import duties. KNAPEN is also entitled to do this after the conclusion of the agreement, even if a fixed price has been agreed. KNAPEN will inform Customer thereof without undue delay. Such a price adjustment does not affect the rest of the contract.

#### *B.2.5 The Customer's duty to cooperate*

The Customer shall promote or enable the New Delivery Transaction by appropriate cooperation. In particular, he shall provide the information and data required for this purpose.

### **B.3. Delivery, transfer of risk and ownership, non-acceptance**

#### *B.3.1 Provision and acceptance*

Deliveries of New Products shall be made ex works ("EXW" according to Incoterms® 2020). After completion of production or assembly, the New Product shall be made available for collection by the Customer at the relevant

KNAPEN TRAILERS location, unless otherwise agreed. The Customer will be informed about the provision without undue delay.

The Customer is obliged to accept the New Product without undue delay from the date of its provision. He is also obliged to pay the price agreed within the scope of the New Delivery Transaction in accordance with the provisions of Clause B.4.

#### **B.3.2** *Transfer of risk, benefits and burdens*

With the provision of the New Product, the risk passes to the Customer (cf. Clause A.5.1). The Customer then also bears all benefits and burdens and becomes the registered keeper of the New Product, insofar as a registered keeper status can be justified for it. If official registration, approval or notification is required prior to use, this is the responsibility of the Customer.

#### **B.3.3** *Retention of title*

The delivery of New Products is subject to retention of title (*eigendomsvoorbehoud*) (cf. Clause A.7.). If a Registration Certificate Part II is available for the New Product, it shall be kept by the seller until the transfer of ownership. If the Customer requires the Registration Certificate Part II prior to the transfer of ownership in order to obtain official approvals or for other justified reasons, we shall submit or send this to the authorities at the Customer's request. If the Registration Certificate Part II is handed over to the Customer by a third party prior to the transfer of ownership, the Customer shall be obliged to surrender it to KNAPEN TRAILERS without undue delay.

#### **B.3.4** *Rescission (ontbinding) and non-acceptance compensation*

In the event of non-acceptance of the New Product by the Customer in breach of duty (cf. Clause B.3.1), we may exercise our statutory rights, e.g. rescind (*ontbinden*) the Performance Contract after setting a reasonable grace period, claim compensation for additional expenses (cf. Clause A.5.3), and/or claim damages. If we claim damages from the Customer, these shall amount to 15% of the agreed net price. We shall be entitled to prove higher damages and the Customer shall be entitled to prove that no damages or significantly lower damages were incurred.

### **B.4. Invoicing after completion and payment**

After completion of the production or assembly of the New Product, the price agreed in the context of the New Delivery Transaction (less any Used Vehicles given in payment, if applicable) will be invoiced to the Customer and shall be due for payment. In the event of default, the provisions of Clause A.6. apply.

### **B.5. Warranty for New Delivery Transactions**

#### **B.5.1** *Customer's duty to examine and give notice of defects; exclusion of warranty*

Any warranty rights of the Customer presuppose that the Customer has complied with its statutory obligations to inspect the goods and give notice of defects. If the Customer fails to properly inspect the goods and/or give notice of defects in writing within a reasonable time (at least within eight days) after discovery of the defect or failure of being given the opportunity to do so by KNAPEN, its warranty rights for any defect not reported or not reported in time or not reported properly shall be excluded.

#### **B.5.2** *Warranty rights of the Customer*

The sole and final basis of our liability for defects are the agreed subjective requirements for the New Product, in particular the agreed quality and its suitability for the use stipulated in the contract. The agreed quality includes all agreed specific Customer requirements (e.g. labelling) as well as the product descriptions and manufacturer's specifications which are the subject of the individual New Delivery Transaction or which were publicly announced by us (in particular in catalogues or on our websites) at the time the contract was concluded. These subjective requirements are enumerative.

In the event of the New Product being defective, in breach of these VLB or any other related agreement, KNAPEN may at its own option and at its own expense, modify or replace the defective New Product (subsequent performance).

We are entitled to make the owed subsequent performance dependent on the Customer paying the agreed and due price. However, the Customer is entitled to retain a part of the price that is reasonable in relation to the defect.

The Customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to make the rejected New Product available to us for testing purposes. In the event of a replacement delivery, the Customer must return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or its re-installation if we were not originally obliged to install it.

The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, if applicable, disassembly and installation costs shall be borne or reimbursed by us in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand reimbursement from the Customer of the costs (in particular inspection and transport costs) incurred as a result of the unjustified request for rectification of the defect, unless the non-defectiveness was not recognisable to the Customer.

If the subsequent performance has failed or is impossible or a reasonable deadline to be set by the Customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may rescind (*ontbinden*) the purchase contract or reduce the purchase price (to this extent, the amount invoiced for the New Product will be credited by KNAPEN). In the case of an insignificant defect, however, there is no rescission (*ontbinding*) right.

#### **B.5.3** *Limitation of the Customer's warranty claims*

Unless agreed otherwise in writing, the warranty period is 12 months after delivery. The warranty period for material defects is 24 months after delivery. The warranty period for paintwork of the aluminium structure will also be 24 months after delivery. Assembled components are subject to the warranty conditions of the manufacturer of those components.

#### **B.6. Supplementary application of the General Provisions from Part A**

Unless otherwise provided for in this Part B, please refer to the General Provisions under Part A of these VLB.

## PART C - SPECIAL PROVISIONS FOR USED VEHICLE TRANSACTIONS

### C.1. Explanation and contact

#### C.1.1 Conclusion and execution of transactions regarding Used Vehicles

This Part C applies to transactions regarding used commercial vehicles and semi-trailers, moving floor trailers, trailers, container chassis, swap bodies for commercial vehicles or other objects (hereinafter collectively referred to as: "**Used Vehicles**") sold and delivered (hereinafter referred to as: "**Used Vehicle Sales**") or rented (hereinafter referred to as: "**Used Vehicle Rentals**") by TRAILNED to the Customer (modified, if necessary, in accordance with specific Customer requirements). Only Used Vehicle Sales and Used Vehicle Rentals are Performance Contracts pursuant to Clause A.4.4; used vehicle purchases by TRAILNED from Customers are not Performance Contracts and these VLB do not apply to them. An overview of the Used Vehicles currently offered by TRAILNED can be found, for example, on the website (<https://www.trailned.com/>).

#### C.1.2 Contact

Our TRAILNED Team is always available to answer any questions you may have in connection with Used Vehicles and Used Vehicle transactions. You can find the right contact person for your region or your request on the website (<https://www.trailned.com/>).

### C.2. Conclusion of Performance Contracts for transactions involving Used Vehicles

#### C.2.1 Ordering process

If you are interested in a Used Vehicle purchase or a Used Vehicle Rental, please contact us (see Clause C.1.2) and let us know your wishes and requirements. As soon as all relevant information is available and has been checked technically, commercially and legally by our responsible specialist departments, we will prepare an individual, non-binding offer for you.

#### C.2.2 Order placement and confirmation by TRAILNED

If you place a binding order with us on the basis of a prepared offer, we will carry out all further checks necessary prior to the conclusion of the contract. In particular, our General Terms and Conditions of Acceptance for the conclusion of Performance Contracts apply (see Clause A.4.3). We also reserve the right to make acceptance dependent on an appropriate down payment.

Once these checks have been successfully completed, we will send you an order confirmation or the relevant contract documents, whereby the Performance Contract for the Used Vehicle transaction with TRAILNED is concluded.

#### C.2.3 Change request or cancellation by the Customer

Clause B.2.3 shall apply accordingly to any amendment or cancellation of a transaction concluded for Used Vehicles.

#### C.2.4 Price adjustments

Clause B.2.4 applies accordingly to price adjustments for transactions involving Used Vehicles.

#### C.2.5 Obligations of the Customer to cooperate

The Customer must promote or enable the transaction regarding Used Vehicles through appropriate cooperation. In particular, it shall provide the information and data required for this purpose.

### C.3. Processing of Used Vehicle Sales

#### C.3.1 Provision and acceptance

Deliveries in the event of Used Vehicle Sales shall be made ex works ("EXW" according to Incoterms® 2020). As soon as the Used Vehicle is available, it will be made available for collection by the Customer at the relevant TRAILNED location, unless otherwise agreed. The Customer will be informed about the availability without undue delay.

The Customer is obliged to accept the Used Vehicle without undue delay from the day it is made available. He is also obliged to pay the price agreed in the context of the sale of the Used Vehicle in accordance with Clause C.3.4.

#### C.3.2 Transfer of risk

For the transfer of risk in the case of Used Vehicle Sales, the provisions under Clause B.3.2 apply accordingly.

#### C.3.3 Retention of title (*eigendomsvoorbehoud*)

The delivery of Used Vehicles is subject to retention of title (*eigendomsvoorbehoud*) (cf. Clause A.7). If a Registration Certificate Part II is available for the Used Vehicle, the rules under Clause B.3.3 apply accordingly.



#### **C.3.4 Invoicing and payment**

After the Used Vehicle has been made available, the Customer will be invoiced for the price agreed in the context of the sale of the Used Vehicle (less any Used Vehicles given in payment) and is to be paid immediately upon collection (cash transaction). For the occurrence of default, the provisions of Clause A.6. apply.

#### **C.3.5 Consequences of non-acceptance**

In the event of non-acceptance of the Used Vehicle by the Customer in breach of duty (cf. Clause C.3.1), we may make use of our statutory rights, e.g. rescind (*ontbinden*) the Performance Contract after setting a reasonable grace period, claim compensation for additional expenses (cf. Clause A.5.3), and/or claim damages.

### **C.4. Warranty for Used Vehicle Sales**

#### **C.4.1 Duty to examine and to give notice of defects**

Any warranty rights of the Customer in the case of Used Vehicle Sales presuppose that the Customer has complied with its statutory obligations to inspect the goods and give notice of defects. If the Customer fails to carry out the proper inspection and/or give notice of defects in writing within a reasonable time (at least within eight days) after discovery of the defect or failure, his warranty rights for any defect not reported or not reported in time or not reported properly shall be excluded.

#### **C.4.2 Warranty rights of the Customer**

The sole and final basis of our liability for defects are the agreed subjective requirements for the Used Vehicle, in particular the agreed quality and its suitability for the use stipulated in the contract. The agreed quality includes all agreed specific Customer requirements (e.g. labelling) as well as the product descriptions and manufacturer's specifications that are the subject of the individual transaction or were publicly announced by us (in particular in catalogues or on our websites) at the time the contract was concluded. These subjective requirements are enumerative. When determining the contractual quality, it must be taken into account that the goods are used goods.

In the case of Used Vehicle Sales, the Customer's warranty claims against TRAILNED for material and legal defects shall be limited to claims for damages and reimbursement of expenses due to defects, but only in accordance with Clause A.9.1. The Customer shall not be entitled to any further warranty claims, in particular claims irrespective of fault. This exclusion of warranty does not apply to warranty claims under contracts for work and services, insofar as we provide works and services (e.g. conversions).

### **C.5. Used Vehicle Rentals**

#### **C.5.1 Handover**

In the case of Used Vehicle Rentals, the item will be made available by us at the relevant TRAILNED location as agreed. The Customer is obliged to take over the rented item at the agreed time at the handover location and give it back there at the end of rental period.

#### **C.5.2 Rental Contract**

Details of the rent price, rental period, payment of costs, method of provision and return, maintenance work, duties of care, insurance, rights of termination, warranty rights, payment modalities and billing intervals are regulated in the Performance Contract on Used Vehicle Rental (Rental Contract).

### **C.6. Supplementary application of the General Provisions from Part A**

Unless otherwise provided for in this Part C, please refer to the General Provisions under Part A of these VLB

## PART D - SPECIAL PROVISIONS FOR SPARE PARTS TRANSACTIONS

### **D.1. Explanation and contact**

#### *D.1.1 Conclusion and execution of Spare Part Transactions*

This Part D applies to the sale and supply of spare parts and accessories for commercial vehicles (hereinafter jointly also referred to as: "**Spare Parts**") offered by KNAPEN SERVICES, in particular via our online Spare Parts shop "Spare Parts Shop" (hereinafter: "**Spare Parts Shop**"), or requested by the Customer (hereinafter jointly also referred to as: "**Spare Part Transactions**"; Spare Part Transactions are Performance Contracts pursuant to Clause A.4.4). The "Spare Parts Shop" is accessible through our website <https://www.knapen-parts.com/nl>.

#### *D.1.2 Contact*

Our Spare Parts Team is always available to answer any questions you may have in connection with Spare Part Transactions. You can find the right contact person for your region or your request on our website (<https://www.knapen-parts.com/nl>).

### **D.2. Conclusion of Performance Contracts for Spare Part Transactions**

#### *D.2.1 Ordering process*

If you are interested in Spare Parts, please contact us (see Clause D.1.2). As soon as all relevant information is available and has been checked technically, commercially and legally by our responsible specialist departments, we will prepare an individual, non-binding offer for you.

You can also order Spare Parts electronically via the Spare Parts Shop. To do this, you must register as an online Customer and conclude the necessary access data agreement with KNAPEN SERVICES. The online ordering process is explained in more detail in the access data agreement. After your registration, we will send you your access data and you will be able to see further information on the Spare Parts offered (e.g. prices).

#### *D.2.2 Inspection and acceptance by KNAPEN SERVICES*

If you place a binding order based on a prepared offer or via the Spare Parts Shop, we will carry out all further checks necessary prior to the conclusion of the contract. In particular, our general conditions of acceptance for the conclusion of Performance Contracts apply (see Clause A.4.3).

After successful completion of these checks, we will send you an order confirmation or the relevant contract documents, whereby the Performance Contract for the Spare Parts business with KNAPEN SERVICES is concluded.

#### *D.2.3 Change request or cancellation by the Customer*

Clause B.2.3 shall apply accordingly to an amendment or cancellation of a concluded Spare Part Transaction.

#### *D.2.4 Price adjustments*

Clause B.2.4 shall apply accordingly to price adjustments for Spare Part Transactions.

#### *D.2.5 Obligations of the Customer to cooperate*

The Customer shall promote or enable the Spare Part Transaction through appropriate cooperation. In particular, he shall provide the information and data required for this purpose.

### **D.3. Delivery, transport, transfer of risk and ownership in Spare Part Transactions**

#### *D.3.1 Delivery and transport*

In the case of Spare Part Transactions, deliveries shall be made as a sale by delivery to a place other than the place of performance at the Customer's expense (cf. Clause A.4.7), unless otherwise agreed with the Customer. We offer the following delivery options: overnight delivery, parcel service, courier service, and general cargo forwarding.

If a collection of the item has been agreed with the Customer, the Customer shall be informed without undue delay about the provision of the Spare Part at the relevant KNAPEN SERVICES location. The Customer is obliged to accept ordered Spare Parts without undue delay from the date of their provision. He is also obliged to pay the price agreed within the framework of the Spare Part Transaction in accordance with Clause D.3.4.

#### *D.3.2 Transfer of risk*

Clause A.5.1 applies to the passing of risk in the case of Spare Part Transactions.

#### D.3.3 *Retention of title (eigendomsvoorbehoud)*

The delivery of Spare Parts is subject to retention of title (cf. Clause A.7.).

#### D.3.4 *Invoicing and payment*

After the provision or dispatch of the ordered Spare Parts, the Customer will be invoiced for the price agreed within the framework of the Spare Part Transaction in accordance with the agreed payment option (e.g. advance payment, direct debit, credit, payment service provider). In the event of default, the provisions of Clause A.6. apply.

#### D.3.5 *Consequences of non-acceptance*

In the event of non-acceptance of the ordered Spare Parts by the Customer in breach of duty (cf. Clause D.3.1), we may exercise our statutory rights, e.g. rescind (*ontbinden*) the Performance Contract after setting a reasonable grace period, claim compensation for additional expenses (cf. Clause A.5.3), and/or claim damages.

### D.4. **Warranty for Spare Part Transactions**

#### D.4.1 *Duty to examine and to give notice of defects*

Any warranty rights of the Customer in the case of Spare Part Transactions presuppose that the Customer has complied with its statutory obligations to inspect the goods and give notice of defects. If the Customer fails to carry out the proper inspection and/or give notice of defects in writing within a reasonable time (at least within eight days) after discovery of the defect or failure, his warranty rights for any defect not reported or not reported in time or not reported properly shall be excluded.

#### D.4.2 *Warranty rights of the Customer*

The sole and final basis of our liability for defects are the agreed subjective requirements for the Spare Part, in particular the agreed quality and its suitability for the use stipulated in the contract. The agreed quality includes all agreed specific Customer requirements (e.g. labelling) as well as the product descriptions and manufacturer's specifications which are the subject of the individual Spare Part Transaction or which were publicly announced by us (in particular in catalogues or on our websites) at the time the contract was concluded. These subjective requirements are enumerative.

In the event of the Spare Part being defective, in breach of these VLB or any other related agreement, KNAPEN may at its own option and at its own expense, modify or replace the defective New Product (subsequent performance).

We are entitled to make the owed subsequent performance dependent upon the Customer paying the agreed and due price. However, the Customer is entitled to retain a part of the price that is reasonable in relation to the defect.

The Customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to make the rejected Spare Part available for inspection purposes. In the event of a replacement delivery, the Customer must return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the disassembly of the defective item or its re-installation if we were not originally obliged to install it.

The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, if applicable, disassembly and installation costs shall be borne or reimbursed by us in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand reimbursement from the Customer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the non-defectiveness was not recognisable to the Customer.

If the subsequent performance has failed or if a reasonable deadline to be set by the Customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may rescind (*ontbinden*) the purchase contract or reduce the purchase price (to this extent, the amount invoiced for the Spare Part will be credited by KNAPEN). In the case of an insignificant defect, however, there is no rescission (*ontbinding*) right.

#### D.4.3 *Limitation of warranty claims of the Customer*

Clause B.5.3 shall apply accordingly to the limitation of warranty claims of the Customer in the case of Spare Part Transactions.

### D.5. **Supplementary application of the General Provisions from Part A**

Unless otherwise provided for in this Part D, please refer to the General Provisions under Part A of these VLB.

## PART E - SPECIAL PROVISIONS FOR TELEMATICS CONTRACTS

### **E.1. Explanation and contact**

#### *E.1.1 Transactions for the provision of telematics services*

This Part E relates to the conclusion of contracts for the provision of services and other performances in connection with the use of telematics equipment (hereinafter: "**Telematics Services**") offered and provided by KNAPEN (hereinafter: "**Telematics Contracts**"; Telematics Contracts are Performance Contracts pursuant to Clause A.4.4).

#### *E.1.2 Contact*

Our Telematics team is always available to answer any questions you may have in connection with Telematics Contracts.

### **E.2. Priority of the special contractual conditions**

With regard to the conclusion of and the rights and obligations arising from Telematics Contracts, the agreements made in this respect between KNAPEN and the Customer shall have priority over these VLB in their scope of application and in the event of conflicts.

### **E.3. Supplementary application of the General Provisions from Part A**

Unless otherwise provided for in this Part E, please refer to the General Provisions under Part A of these VLB.

## PART F - SPECIAL PROVISIONS FOR SERVICE CONTRACTS

### **F.1. Explanation and contact**

#### *F.1.1 Transactions for the provision of maintenance, repair and warranty services*

This Part F shall apply to transactions for services provided by KNAPEN SERVICES for commercial vehicles as well as trailers, semi-trailers, moving floor trailers, bodies, chassis, freight boxes, interchangeable systems, trailer axles and other components of commercial vehicles, in particular in the form of repair management, maintenance, replacement of wearing parts, services in connection with statutory tests and inspections as well as services in connection with additionally granted warranties (hereinafter jointly referred to as: "**Service Contracts**"; Service Contracts are Performance Contracts pursuant to Clause A.4.4).

#### *F.1.2 Contact*

Our service team is always available to answer any questions you may have in connection with Service Contracts via mail ([parts@knapen-service.nl](mailto:parts@knapen-service.nl)) or phone (+31 (0)493 326 669) as well as via contact forms (<https://www.knapen-parts.com/nl/contact-knapen-webshop>).

### **F.2. Conclusion of Service Contracts**

#### *F.2.1 Ordering process*

If you are interested in concluding a Service Contract, please contact us (see Clause F.1.2) and let us know which service components you are interested in for which contract period. As soon as all relevant information is available and after technical, commercial and legal examination by our responsible specialist departments, we will prepare an individual, still non-binding offer for you.

#### *F.2.2 Order placement and confirmation by KNAPEN SERVICES*

If you place a binding order with us for a Service Contract on the basis of a prepared offer, we will carry out all further checks necessary prior to the conclusion of the contract. In particular, our General Terms and Conditions of Acceptance for the conclusion of Performance Contracts (see Clause A.4.3) apply.

Once these checks have been successfully completed, we will send you an order confirmation or the relevant contract documents, whereby the Performance Contract for the ordered services with KNAPEN SERVICES is concluded.

#### *F.2.3 Change request or cancellation by the Customer*

Clause B.2.3 shall apply accordingly to an amendment or cancellation of a concluded Service Contract.

#### *F.2.4 Obligations of the Customer to cooperate*

The Customer shall promote or enable the transaction and the provision of services by means of appropriate cooperation. In particular, he shall provide the necessary information and data and, if required, the objects on which the services are to be performed.

#### *F.2.5 Precedence of contractual conditions for Service Contracts*

The type and scope of the services and their provision are governed by the KNAPEN SERVICES terms and conditions, which you will receive in connection with the contract offer. There you will find, in particular, provisions regarding prices and charges, on the bearing of additional costs, on termination and warranty rights, on further obligations of the Customer to cooperate, on exclusions of services, on invoicing and payment terms and on KNAPEN SERVICES' liability.

The provisions of the concluded Service Contract shall take precedence over these VLB in the event of any conflicts (cf. Clause A.3).

### **F.3. Supplementary application of the General Provisions from Part A**

Unless otherwise provided for in this Part F, please refer to the General Provisions under Part A of these VLB.

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