



Gets you there.

## NOOTEBOOM GENERAL TERMS OF SALE

### Article 1 - General Information

- 1.1 These general terms of sale are part of all offers and contracts concluded with Koninklijke Nootboom Group B.V. and its subsidiaries, including, inter alia, Nootboom Trailers B.V., Nootboom Global Trailer Center B.V., Nootboom Trailer Service B.V., Nootboom SRL, Nootboom UK Ltd. or Nootboom Iberica SA (hereinafter referred to individually as "Nootboom").
- 1.2 Nootboom informs that the general terms of the other party shall not be applicable. Concluding a contract, the other party agrees that their general terms shall not be applicable. All offers and contracts shall be exclusively governed by these general terms of sale.
- 1.3 Without Nootboom's express written consent, any deviations from these general terms and conditions shall not be binding.
- 1.4 If there are differences between the Dutch, English, French, German, Spanish and Russian language versions hereof, the Dutch language version shall prevail.
- 1.5 If any provision hereof is entirely or partially invalid, the remaining provisions shall remain in force.
- 1.6 If there is a conflict between the provisions hereof and the provisions of an offer and/or a contract, the provisions of an offer and/or a contract shall prevail.

### Article 2 - Offers and Acceptance

- 2.1 All Nootboom offers (and quotes) shall be of non-committal nature unless a period of validity has been specified in an offer. The offer shall not be valid if a relevant product is no longer available at a given time.
- 2.2 An order placed at Nootboom by an ordering party shall be binding only if it has been confirmed by Nootboom in writing or promptly after Nootboom has started to process the order.
- 2.3 Each contract is concluded subject to the condition precedent that Nootboom, based on the obtained information, shall determine that the ordering party is creditworthy.
- 2.4 If the ordering party wishes to cancel the order for any reason, they are obliged to return the total value of the order to Nootboom.
- 2.5 The ordering party shall hold Nootboom harmless from any claims, regardless of their nature, that third parties may make against Nootboom because of suffered damage or damage that may be suffered as a result of cancelling the order by the ordering party.

### Article 3 - Price

- 3.1 The prices set by Nootboom in relation to services and/or goods that are to be provided by Nootboom are expressed in euro and are always exclusive of VAT and other costs connected with the sale and delivery, including, but not limited to, government fees and costs connected with transportation, loading and unloading, import duties and excise duties and are based on "ex works" delivery in compliance with Incoterms applicable as of the date of making the offer unless agreed otherwise in writing (in the offer or the contract).
- 3.2 If the costs that are to be incurred by Nootboom (including, inter alia, costs of materials, raw materials, transportation, energy, exchange rates) increase after the conclusion of the contract but before the delivery (partial or otherwise), Nootboom shall be entitled to increase the price by a proportional percentage.

### Article 4 - Changes in the Order

- 4.1 Changes in the order, regardless of their nature, shall be effective only if they have been agreed in writing by Nootboom and the ordering party.
- 4.2 If the ordering party, after concluding the contract, wishes to introduce changes thereto, Nootboom shall determine whether such changes might be acceptable and if yes - on what (further) conditions, such changes may be accepted within the framework of the contract.
- 4.3 In the case of changes in the order, regardless of their nature, Nootboom shall have the right to charge the ordering party with higher costs incurred due to these changes.

### Article 5 - Delivery Time

- 5.1 The delivery time of services and/or products that are to be delivered by Nootboom begins once Nootboom has received the advance payment, a written confirmation and requires information from the ordering party.
- 5.2 Specified delivery times are indicative and should never be treated as the final time limits.
- 5.3 The ordering party shall not have the right to compensation for any damage, direct or indirect, regardless of its nature, resulting from exceeding the time limits agreed with or set by Nootboom or from terminating the contract.

### Article 6 - Complaints and Validity Term

- 6.1 The ordering party is obliged to check the delivered goods for possible defects and/or damage promptly after the delivery. The ordering party must notify Nootboom in writing of any defects and/or damage within seven days after their detection, otherwise, Nootboom shall have the right to refuse to investigate the complaint in this respect.
- 6.2 Under no circumstances can the ordering party pursue any claims if Nootboom has been notified of the shortages and/or damage later than within seven days from the date on which the ordering party could reasonably detect the shortages and/or damages.
- 6.3 After detecting the defect and/or damage, the ordering party is obliged to take or refrain from any possible and necessary actions to prevent (further) damage. The ordering party is further obliged to follow Nootboom's instructions in this respect.
- 6.4 Complaints concerning calculated prices and other complaints concerning invoices (described in detail) are to be filed with Nootboom in writing within eight days from the date of the invoice.
- 6.5 The ordering party is obliged to cooperate with Nootboom to the extent necessary to investigate the claim and allow Nootboom to conduct further investigation into the complaint's validity. If the ordering party fails to cooperate or the investigation into the complaint is not possible, the ordering party shall not be entitled to pursue any claims.

### Article 7 - Warranties

- 7.1 In the case of delivery of new goods (including parts and materials), Nootboom warrants, for the period of one year from the date of delivery of goods to the ordering party, that these goods have properties required for normal use. What Nootboom considers "normal use" is described in the instructions and regulations provided to the ordering party.
- 7.2 Nootboom gives a six-month warranty for repaired and restored elements (including parts and materials).
- 7.3 Warranties referred to in Article 7.1 and Article 7.2 shall not be applicable or shall expire if:
  - a) the ordering party has failed to comply with the provisions of Article 6 hereof;
  - b) the ordering party has failed to strictly observe Nootboom's instructions and regulations on the use of the delivered goods, including the requirements for normal use;
  - c) the defects of the goods result from normal wear and tear, improper use, including, inter alia, overload or insufficient and/or improper maintenance;
  - d) the defects result from defective materials or parts provided or recommended by the ordering party;
  - e) the ordering party or third parties perform or order the performance of works on the goods during the warranty period without Nootboom's prior written consent;
  - f) the ordering party has failed to cooperate and/or has failed to carry out the product recall or inspection order and has failed to make any repairs of the element (or its parts) at Nootboom's request;
  - g) the ordering party has failed to fulfill all their obligations resulting from the contract, instructions, regulations and other related contracts concluded with Nootboom.
- 7.4 To the extent that the products delivered by Nootboom are not new, Nootboom shall deliver them in the condition as of the date of concluding the contract, without Nootboom's giving any warranty on given products in relation to their usability, suitability and marketability or any other usefulness. If the ordering party purchases the goods remotely (without seeing them), they accept the goods to the full extent. The ordering party shall accept the purchased goods in the condition as of the date of concluding the contract (including any known and hidden defects). By no means shall Nootboom be liable for (hidden) defects, damage or claims of third parties in relation to used goods delivered by Nootboom to the ordering party.
- 7.5 If Nootboom considers the complaint concerning the newly delivered product(s) justified, Nootboom, without the obligation to pay further compensation, shall have the following choice: replace given product(s), properly repair given product(s) or issue a credit note for the delivered product(s) up to the maximum invoice value.
- 7.6 If Nootboom considers the complaint concerning the inspected or repaired product justified, Nootboom, without the obligation to pay further compensation, shall have the choice between removing the improper treatment or repair and/or replacing the parts delivered for this purpose or issuing a credit note up to the maximum invoice value.
- 7.7 If a claim concerning a newly delivered or repaired element by Nootboom is considered unjustified, the ordering party is obliged to cover the costs incurred by Nootboom in this respect.
- 7.8 If Nootboom must travel to the ordering party's premises or to the place where the product is located at a given time, the costs of transporting mechanics and/or products are generally covered by the ordering party, unless the parties agreed otherwise in writing.

### Article 8 - Retention of Title and Lien

- 8.1 The title to the products delivered to the ordering party by Nootboom shall be transferred to the ordering party once the ordering party has completely settled all amounts due to Nootboom for the deliveries and/or works, including interest and costs.
- 8.2 In the period in which Nootboom still holds the title to the products, the ordering party is obliged to hold the products in custody for Nootboom, as well as to store the products separately and as recognisable property of Nootboom. The ordering party is obliged to handle the goods with due care. Furthermore, the ordering party is obliged to insure the goods at their own expense against fire, explosion, water-caused damage and theft. The ordering party must provide Nootboom with the insurance policy at Nootboom's first request.
- 8.3 If the ordering party fails to fulfill any obligation to Nootboom or Nootboom has reasons to fear that the ordering party will fail to fulfill any obligation, Nootboom shall be entitled to take over the delivered goods that are subject to retention of title without prior notice or notice of default, without prejudice to Nootboom's right to claim compensation for damage and without Nootboom's obligation to return the amounts paid by the ordering party by this time. If Nootboom wishes to exercise retention of title, the ordering party must fully cooperate and inform Nootboom of the location of the goods and provide access to them. If the ordering party fails to cooperate, they shall pay a penalty in the amount of 10% of the order price for each day.
- 8.4 Before obtaining the title to the delivered goods, the ordering party shall not be entitled to dispose of and/or pledge these goods or otherwise encumber them with security rights. If third parties wish to establish or exercise any rights, including, but not limited to, the right to seize the delivered goods that are subject to retention of title, the ordering party is obliged to notify Nootboom of this fact in writing.
- 8.5 The ordering party shall indemnify Nootboom against claims that third parties may make against Nootboom concerning the retention of title.
- 8.6 Nootboom shall have the right, in relation to all claims against the ordering party, to retain all goods of the ordering party which, for any reason, are under Nootboom's control. The ordering party shall not be entitled to exercise retention of the goods.
- 8.7 It is assumed that Nootboom has been irrevocably authorised by the ordering party to remove given products or to order their removal in the place where they are located. Products listed on the unpaid invoices and located at the ordering party's premises are considered to be connected with these invoices and therefore they are subject to retention of title.

- 8.8 The ordering party is also obliged to grant Nootboom, at its first request, an undisclosed pledge over the claims which the ordering party has or will have concerning given third parties. If the ordering party fails to do so, this provision shall be considered as an irrevocable authorisation for Nootboom to exercise this obligation. These general terms of sale shall be then applicable as the required notarial deed, and the invoice date as the date of granting the pledge provided that the notarial deed has not been registered yet.
- 8.9 Any costs connected with this Article and the exercise of Nootboom's rights, including, inter alia, any transport costs, shall be fully covered by the ordering party.

### Article 9 - Delivery and Notification of Readiness

- 9.1 The ordering party shall be notified two weeks before the date on which the delivery can be made. The goods must be collected not later than within two weeks after this date, otherwise, Nootboom shall have the right to store the goods at the expense and risk of the ordering party. If the goods are not collected within three months from the date of notification of readiness referred to in the first sentence, Nootboom shall have the right to freely dispose the products, and the ordering party shall be charged with a penalty in the amount of the purchase price of a given product, regardless of Nootboom's right to recover any damage suffered by Nootboom.
- 9.2 Unless the parties agreed otherwise in writing, the delivery of the goods shall be made in compliance with the "ex works" rule, and any risk connected with the goods shall be transferred to the ordering party once Nootboom has notified the ordering party that the goods are ready.
- 9.3 Delivery to a party to whom Nootboom delivers the goods on behalf of the ordering party and, in consequence, also to a party that collects the goods for the ordering party or otherwise comes into possession of the goods, shall be considered as delivery to the ordering party and takes place fully at their expense and risk.

### Article 10 - Payment

- 10.1 Upon placing an order, the ordering party shall receive an advance payment invoice for 25% of the order value, unless agreed otherwise. The due date of the advance payment invoice is seven days from the invoice date.
- 10.2 Unless the parties agreed otherwise in writing, payments shall be made within 7 days from the invoice date.
- 10.3 In the case of failure to meet the due date, the ordering party, by virtue of the applicable law, shall be in delay (i.e. payment request and delay notice shall not be required).
- 10.4 In the case of failure to fulfil the obligations, the ordering party shall owe Nootboom default interest in the amount of Euribor + 1.5% per month from the amount of the invoice or its unpaid part, calculated from the due date to the date on which the payment has been made. Without prejudice to Nootboom's right to claim effective compensation, in such circumstances, the ordering party is obliged to reimburse Nootboom for extra-judicial costs connected with debt collection. The extra-judicial costs shall be set at 15% of the principal amount due.
- 10.5 If the ordering party has brought a claim before a court, including arbitration court, the ordering party is obliged to reimburse Nootboom for the actual costs incurred in the course of proceedings. The provisions of this Article shall be applicable also if the above-mentioned costs exceed the court proceedings costs imposed pursuant to Article 237 et seq of the Dutch Code of Civil Procedure.
- 10.6 Nootboom shall have the right to request the payment at any time before or after the delivery.
- 10.7 At Nootboom's first request, the ordering party is obliged to provide a sufficient guarantee before Nootboom makes the delivery or starts to make the delivery and/or provide the service. If the ordering party fails to provide an adequate guarantee within the time limit set by Nootboom, Nootboom shall stop its activities, regardless of the provisions of Article 11 hereof. Nootboom shall not be liable for damage and/or costs resulting from stopping its activities as it takes place fully at the expense and risk of the ordering party.
- 10.8 Nootboom, at its discretion, shall have the right to request, at any time before making the delivery or starting to make the delivery or process the order, sufficient guarantee on the fulfillment of the ordering party's obligations. The ordering party's failure to provide a guarantee shall entitle Nootboom to terminate the contract based on the written statement.
- 10.9 Nootboom shall have the right to deduct, at any time, all its debts owed to the ordering party, regardless of reason, from all due invoices with the longest delay in payment, even if the ordering party declares that the payment relates to a later invoice.
- 10.10 Upon the ordering party's failure to fulfil their obligations to Nootboom, all debts of the ordering party owed to Nootboom shall become immediately due.
- 10.11 The ordering party shall not have the right to suspend or deduct any financial obligations.
- 10.12 Nootboom shall have the right to deduct, at any time, all its debts owed to the ordering party, regardless of reason, from all due debts of the ordering party owed to Nootboom, regardless of the reason.

### Article 11 - Termination/Suspension

- 11.1 Nootboom shall have the right to entirely or partially terminate or suspend the contract with an immediate effect without court intervention and without prejudice to Nootboom's right to request the fulfillment of the terms instead of terminating or suspending the contract, as well as without prejudice to Nootboom's right to claim compensation, if:
  - a) the ordering party has violated the contract concluded with Nootboom;
  - b) following the conclusion of the contract, Nootboom becomes aware of circumstances providing a sound reason for fearing that the ordering party will not be able to fulfil their obligations resulting from the contract;
  - c) the ordering party has filed a petition for the suspension of payment or has obtained the consent for the suspension of payment;
  - d) a petition in bankruptcy concerning the ordering party has been filed or the ordering party has been declared bankrupt;
  - e) the ordering party applies for statutory debt restructuring under the Dutch Natural Persons Debt Restructuring Act (WSNP) or has been accepted for statutory debt restructuring under the Dutch Natural Persons Debt Restructuring Act (WSNP);
  - f) a substantial part of the ordering party's property has been seized;
  - g) upon concluding the contract, the ordering party has been asked to establish a guarantee on the fulfillment of obligations resulting from the contract, and the guarantee has not been established or is insufficient.
- 11.2 If Nootboom terminates or suspends the contract in accordance with this Article, any claims by Nootboom against the ordering party shall become immediately due and payable. If Nootboom suspends the performance of its obligations, it shall preserve its legal and contractual claims.
- 11.3 If Nootboom proceeds to terminate or suspend the contract in accordance with this Article, it shall not be liable for compensation of damage suffered and/or costs incurred as a result.
- 11.4 In the event that the ordering party had made an advance payment, and Nootboom cancels the contract in accordance with this Article, the ordering party is obliged to pay the advance payment as a penalty, without prejudice to Nootboom's right to claim damages.
- 11.5 Nootboom shall have the right to terminate the contract if circumstances are preventing the performance of the contract or if there are other circumstances reasonably preventing Nootboom from maintaining the contract in an unchanged state.
- 11.6 If the ordering party is responsible for Nootboom terminating the contract, the ordering party is obliged to compensate Nootboom for damages, including, inter alia, the costs of storage, transport and loss of profit which Nootboom has incurred directly or indirectly as a result of the termination of the contract.
- 11.7 If the ordering party fails to fulfil their obligations resulting from the contract, Nootboom shall have the right to terminate the contract with an immediate effect without the obligation to pay damages, and the ordering party shall be obliged to pay damages for breaching the contract.

### Article 12 - Liability

- 12.1 Nootboom shall not be liable for any damage caused as a result of failure to fulfil its obligations, except for deliberate action or gross negligence of Nootboom's management.
- 12.2 Nootboom shall never be liable for trading losses, other indirect or consequential losses incurred by the ordering party or third parties, including losses caused by the cessation of activities, loss of profit, loss of income or loss of use and damage of products other than those delivered by Nootboom.
- 12.3 The ordering party is obliged to hold Nootboom harmless from liability or indemnify it against any claims of third parties connected with the contract or resulting therefrom.
- 12.4 Nootboom shall be liable for damage incurred by the ordering party only up to the amount paid under Nootboom's insurance, increased by its own risk. Nootboom's liability resulting from the contract concluded with the ordering party shall be limited to the amount specified in the invoice for the delivery of goods causing the damage. Nootboom's liability in every event shall be limited to the amount covered by its insurer.

### Article 13 - Force Majeure

- 13.1 Nootboom shall never be liable for compensation for costs, damage and interest if it has not been able to fulfil one of its obligations due to force majeure.
- 13.2 In these general terms of sale, force majeure shall mean any circumstances beyond Nootboom's control - even if they could have been predicted upon concluding the contract - which permanently or temporarily hinder the performance of the contract, as well as, if not included herein, the late and/or delayed delivery by suppliers, illness of Nootboom's employees and/or third parties hired by Nootboom, strikes, downtimes and/or other serious business interruptions, fire, leakage, theft, lack of raw materials, auxiliary materials, fuel, electricity, transport issues, war and threats of war, storm, ice, snow and similar weather conditions.
- 13.3 Nootboom's deliveries and other obligations shall be suspended for the duration of force majeure. If the period in which the fulfillment of Nootboom's obligations is not possible due to force majeure lasts more than 6 months, both parties shall have the right to terminate the contract without the obligation to pay compensation.
- 13.4 If in the case of force majeure Nootboom has already partially fulfilled its obligations or can fulfil them only in part, Nootboom shall have the right to issue a separate invoice for the already delivered part or for the part which can be delivered (as appropriate), and the ordering party shall be obliged to pay this invoice as if it related to a separate contract. However, the above shall not apply if the already delivered part or the part subject to delivery has no independent value.

### Article 14 - Governing Law and Jurisdiction

- 14.1 The Dutch law shall apply to all offers, contracts and transactions referred to herein (also if an obligation is partially or fully fulfilled abroad or if the ordering party with whom a legal relation has been established has their registered office abroad).
- 14.2 The Dutch court in Gelderland, Arnhem, is exclusively competent to settle any disputes.
- 14.3 The provisions of international treaties, including the Vienna Sales Convention, and any future international regulations on the sale of movables whose effects might be excluded by the parties shall not be applicable.