

Trioliet B.V. 销售与交付条款2026-01

已在荷兰商会备案。

适用于除荷兰、比利时、卢森堡、法国、德国、奥地利和瑞士以外的所有国家。

第1条：适用范围

1.1 Trioliet B.V. 以下称“销售方”。对方以下称“客户”。

1.2 本条款适用于 Trioliet B.V. 作出的所有要约、其订立的所有合同以及由此产生的所有合同关系，前提是 Trioliet B.V. 为销售方。

1.3 如已订立合同的条款与本条款存在冲突，则以合同条款为准。

第2条：要约

2.1 销售方作出的所有要约均不具约束力且可撤销，包括载有接受期限的要约。销售方有权在收到客户接受后两（2）个工作日内撤销要约。

2.2 要约中所列价格以欧元计价，不含增值税（VAT）及其他政府征收的税费/规费。此外，价格不包括差旅、住宿、包装、仓储与运输费用，也不包括装卸费用及清关手续费用。

2.3 除非另有说明，要约不包括：

- a. 土方、打桩、切割、拆除、基础工程、砌筑、木工、抹灰、油漆、贴壁纸、修缮或任何其他建筑工程；
- b. 接入燃气、水、电、互联网或其他基础设施的连接工程；
- c. 为防止或限制工作地点或其附近财物的损坏、盗窃或遗失所采取的措施；
- d. 清除材料、土壤、建材或废弃物；
- e. 垂直与水平运输。

第3条：保密

3.1 销售方（或其代表）向客户提供的所有信息（如要约、设计、图片、图纸及专有技术等），无论性质与形式如何，均属机密。客户仅可为履行合同之目的使用该等信息，不得披露或复制。

3.2 如客户违反第3.1款义务，则每次违约应立即向销售方支付 25,000 欧元的违约金。

销售方可在依法主张损害赔偿之外另行主张该违约金。

3.3 客户应在销售方首次要求时，于销售方指定期限内按销售方决定返还**第3.1款所述信息**，或按销售方确定的方式予以销毁，且不得以任何形式保留副本。违反本款的，客户应向销售方支付每日**1,000 欧元、立即到账的违约金**。销售方可在依法主张赔偿之外另行主张该违约金。

第4条：提供的建议与信息

4.1 客户不得就销售方提供且与合同无关的建议或信息主张任何权利。

4.2 如客户向销售方提供信息，销售方在作出要约及履行合同时可假定该信息准确且完整。

4.3 销售方无义务就订单中的任何不准确之处、由客户提供货物的缺陷或不适用性，以及客户提供的计划、图纸、计算、规格或实施指示中的错误或缺陷进行警示或独立调查。

4.4 客户应使销售方免受任何第三方就（使用）客户（或其代表）提供的信息所提出的索赔，包括建议、指示、图纸、计算、设计、材料、品牌、样品与模型。客户应赔偿销售方因此遭受的全部损失，包括全部法律辩护费用。

第5条：交付期限

5.1 所有交付期限（包括交付日期、周、月、期限或实施周期）均为预估/指示性。若超过该期限，客户必须随时向销售方发出违约通知。

5.2 交付期限仅在满足以下条件时适用：客户与销售方已及时就所有商务与技术细节达成一致；销售方已掌握全部信息（包括最终并经批准的图纸等）；客户须提供的物品已交付销售方；约定（分期）付款已按时支付；且订单执行的其他条件均已满足。如交付期限不再适用，销售方可结合其排期确定新的交付期限。

5.3 若出现销售方在确定交付期限时未知且应由客户承担费用与风险的情形（包括订单变更、合同变更或销售方暂停履行等），交付期限不再适用。此时销售方可结合其排期确定新的交付期限。

5.4 因第5.2与第5.3款所述交付期限变更而使销售方发生或遭受的全部成本、损害与损失，客户应予以补偿，且无需另行违约通知。

5.5 超过交付期限不赋予客户获得赔偿或全部/部分解除合同的权利。客户应使销售方免受因超过交付期限而产生的第三方索赔。

第6条：交付与风险转移

6.1 当销售方在其营业场所将标的物交由客户支配并通知客户时，即视为交付完成。自该时起，标的物风险转移至客户。

6.2 若合同订立后，销售方应客户要求仍安排全部或部分运输，或在运输相关事项上协助客户（如仓储、装载、堆码或卸载），费用与风险由客户承担。客户可自行投保以覆盖相关风险。

6.3 若交付后运输由客户或其代表实施，而销售方需要查阅由客户持有的（运输）文件，客户应在销售方首次要求时免费提供。

6.4 如发生以旧换新且客户在新物交付前继续保管待换旧物，则待换旧物风险仍由客户承担，直至其将该物交付销售方。若客户无法按合同订立时的状态交付待换旧物，销售方可全部或部分解除合同。

第7条：价格变更

销售方可将合同订立后发生的成本决定因素上升转嫁给客户。客户应在销售方首次要求时支付该价格上涨部分。

第8条：不可抗力

8.1 若销售方因其实际控制范围之外的情况而无法履行义务，该情况不归责于销售方并构成不可抗力。在此情况下，销售方不对客户因此遭受的任何损失承担责任。除本条第8.4款另有规定外，客户亦无权全部或部分解除合同。

8.2 前款所述情况包括但不限于：（内）战或战争威胁、恐怖主义、骚乱、传染病爆发及由此导致的政府措施或建议、自然灾害、极端天气、进口或贸易限制、爆炸、火灾、水害、破坏行为、网络犯罪、数字基础设施中断、能源供应中断、工具/材料/信息的（部分）毁损、被盗或遗失、机器缺陷、道路封锁、铁路/水路/机场封锁、罢工或停工、人员短缺，以及销售方所聘请之第三方（如供应商、分包商、运输方）或销售方所依赖之其他方未能或未能及时履行义务。

8.3 如因不可抗力导致销售方暂时无法对客户履行义务，销售方有权暂停履行。不可抗

力结束后，销售方将在其排期允许的最早时间履行义务。

8.4 如不可抗力导致履行永久不可能，或暂时不可抗力持续超过六（6）个月，销售方有权立即全部或部分解除合同。在该等情况下，客户亦有权立即解除合同，但仅限于销售方尚未履行的义务部分。

8.5 双方均无权就因不可抗力、暂停或解除而已遭受或将遭受的损失主张赔偿。

第9条：追加工作（合同外工作）

合同外追加工作按销售方在实施该追加工作时适用的价格计算。客户应在销售方首次要求时支付追加工作价款。

第10条：工作执行

10.1 客户应确保销售方能够安全、无干扰、不中断并在约定时间执行工作。客户应自费并自担风险确保：

a. 执行工作所需的所有许可、豁免及其他决定已及时取得；销售方首次要求时，客户必须提供上述文件副本；

b. 客户及时以书面形式向销售方告知地点适用的所有（安全）规定；

c. 销售方在执行工作期间获得必要的辅助人员、工具及设施（如燃气、水、电、互联网、必要运输的合适进出道路、起重与吊装设备、卫生设施及可上锁的干燥储藏空间）；

d. 所有为执行工作所必需但未包含在合同内的活动已按时完成。

10.2 客户承担并负责在工作地点或其附近或其他约定地点的所有物品（如已交付或将交付之标的物、工具、用于工作的材料或施工设备）之损坏、盗窃或遗失风险与责任；除非客户证明该损害、盗窃或遗失由销售方自身造成。

10.3 在不影响第10.2款的前提下，客户必须就该款所述风险充分投保保险。如发生损害，客户应立即向其保险公司报案以便处理与理赔。

第11条：工程交付

11.1 符合下列任一情形时，视为工程已交付：

a. 客户已通过工程验收；

b. 工程已投入使用；若工程的一部分已投入使用，则该部分视为已交付；

c. 销售方已书面通知客户工程完成，而客户未在通知日期起14日内书面告知工程未验收通过；

d. 客户以可在30日内修复或补交且不妨碍使用的轻微缺陷或缺失部件为由拒绝验收。

11.2 销售方无义务向客户提供《荷兰民法典》第7:757a条意义上的工程交付文件（“移交/交付档案”）。

11.3 如客户不验收工程，须以书面形式并说明理由通知销售方，并给予销售方机会在较晚日期交付工程。

第12条：责任

12.1 若销售方因任何原因承担责任，该责任在任何情况下均按以下各款限制。

12.2 若销售方已投保且该保险提供保障，则销售方的赔偿义务以相关案件中保险实际支付金额为限。

12.3 若不存在前款所述保险，或因任何原因保险未支付，则赔偿义务最高限额为订单价格（不含增值税）的15%。若合同由部分或分批交付构成，则限额为与责任发生相关的该部分/该批订单价格（不含增值税）的15%。若为持续履行合同，则赔偿义务限于致损事件发生前十二个月内应付合同价款（不含增值税）的15%。

12.4 下列损害不予赔偿：

a. 间接损失，包括但不限于停业损失、产量损失、利润损失、未实现节省与补贴、税务不利、无效支出、客户内部成本、商誉降低与声誉损害、罚金、客户对第三方责任导致的损害、与数据或文件损坏/毁损/遗失相关的损失、运输费用及差旅与住宿费、仓储费、替代设备与人工成本以及与召回相关的成本；

b. 在施工过程中对正在施工之物或施工地点附近物品造成的损害（监督损害/看管损害）；

c. 因使用或与销售方所获提供设备有关的损害；

d. 销售方辅助人员或非管理层下属的故意或重大失误行为导致的损害；

e. 由客户（或其代表）提供材料的损害，包括因加工、组装、安装不当造成的损害。如可能，客户可自行就上述损害投保。

12.5 客户应使销售方免受第三方就客户向第三方提供的产品缺陷所提出的所有索赔（其中包含销售方所供产品或材料）。客户应赔偿销售方因此遭受的全部损失，包括全

部法律辩护费用。

12.6 客户的任何损害赔偿请求权自其产生之日起24个月后失效，除非客户在期限届满前已向有管辖权的法院提起诉讼。

第13条：保证及其他请求

13.1 除非另有书面约定，销售方保证在交付或完工后6个月内，正确履行约定的内容，具体如下。

13.2 如双方约定了不同的保证条件，本条仍完全有效，但仅在不与该等保证条件冲突的范围内适用。

13.3 客户须免费配合销售方（或其代表）对客户投诉事项的调查，否则客户就该投诉所享有的一切权利即告丧失。

13.4 若销售方有充分理由驳回投诉，客户须补偿与调查投诉合理相关的一切费用。

13.5 若约定履行未正确执行，销售方可选择：纠正履行、全部或部分更换已交付物，或就订单金额的合理部分记入客户账户。

13.6 若销售方选择纠正履行或更换，客户应始终给予销售方执行机会。执行方式与时间由销售方决定。若履行内容（亦）包括加工客户提供的材料，客户应自费并自担风险提供新材料。

13.7 需由销售方维修或更换的物品须由客户寄送至销售方。运输、装运、拆卸与安装费用与风险由客户承担。此外，差旅、住宿及出行工时亦由客户承担。销售方有权要求就该等费用提供担保或预付款。

13.8 在客户履行其全部义务之前，销售方无须实施保证。

13.9

a. 保证不涵盖因以下原因造成的缺陷：

- 正常磨损；
- 不当使用；
- 缺乏维护或维护不当；
- 由客户或第三方进行安装、组装、拆卸、改动或修理；
- 来自客户或由客户规定的物品、材料或工具的缺陷或不适用性。

b. 下列情形不提供保证：

- 交付时并非新品的物品；
- 对物品的检验、修理与大修；
- 属于制造商保修范围的物品；
- 第三方向客户提供保证的物品。

13.10 本条第13.3至13.8款经类推适用于客户基于违约、不符合约定或任何其他依据提出的任何请求。

第14条：投诉义务

14.1 无论如何，如客户未在发现或理应发现缺陷后14日内以书面形式向销售方投诉，则客户无权再主张销售方履行义务。

14.2 客户对发票的投诉必须以书面形式并在付款期限内提交，否则其权利全部丧失。若付款期限超过30日，则客户最迟须在发票日期后30日内提交书面投诉。

第15条：未提货

15.1 客户有义务在交付期结束时于约定地点实际接收合同标的物。

15.2 客户必须充分且免费配合销售方交付货物。

15.3 未被接收的货物将由客户承担费用与风险进行存储。

15.4 如客户违反第15.1或第15.2款，在销售方发出违约通知后，客户应就每次违约向销售方支付每日250欧元的违约金，最高不超过25,000欧元。该违约金可在依法请求赔偿之外另行主张。

第16条：付款

16.1 付款应在销售方营业地址进行，或汇入销售方指定账户。

16.2 除非另有约定，付款应在发票日期起30日内完成。

16.3 如客户未履行付款义务，客户有义务应销售方要求以实物给付替代约定金额。

16.4 除非销售方获准暂停支付或破产，或法定债务调整制度适用于销售方，否则客户不得以其对销售方的债权进行抵销，亦不得暂停其自身义务的履行。

16.5 不论销售方是否已完全履行约定，若出现下列情形，客户根据合同已欠或将欠销

售方的一切款项立即到期应付：

- a. 超过付款期限；
- b. 客户未履行第15条义务；
- c. 客户未按本条款第17条要求在首次要求时提供担保；
- d. 客户申请破产或暂停付款；
- e. 对客户的财物或债权采取扣押；
- f. 客户（公司）解散或清算；
- g. 客户（自然人）申请进入法定债务调整程序、被监护或死亡。

16.6 逾期付款的，客户应自约定最终付款日次日起至实际付款日（含当日）就应付金额向销售方支付利息。若双方未约定最终付款日，则自款项到期应付30日后起计息。年利率为12%，但如法定利率更高，则适用法定利率。计息时，月内不足一月按一整月计算。每年末，将计息本金增加当年应计利息。

16.7 销售方有权以其对客户的债务抵销销售方关联公司对客户的债权；亦可用其对客户的债权抵销关联公司对客户的债务；并可用其对客户的债务抵销客户关联公司对销售方的债权。“关联公司”系指《荷兰民法典》第2:24b条所称同一集团内公司及第2:24c条所称参股公司。

16.8 逾期付款时，客户应承担销售方全部非诉讼（催收）费用，最低为75欧元。该等费用按本金金额依据下表计算：

- 首笔3,000 欧元：15%
- 超出部分至 6,000 欧元：10%
- 超出部分至 15,000 欧元：8%
- 超出部分至 60,000 欧元：5%
- 超出 60,000 欧元部分：3%

如实际发生的非诉讼费用高于上述计算额，则以实际发生额为准。

16.9 如销售方在诉讼中全部或主要胜诉，与诉讼相关的全部费用由客户承担。

第17条：担保/保全

17.1 客户应在销售方首次要求时，按销售方决定提供充分担保，以保障客户在合同项下应付的全部款项。若客户未在规定期限内履行，即构成立即违约；销售方有权解除

合同并向客户追偿损失。

17.2 在客户履行其在与销售方任何合同项下的全部义务（包括损害赔偿、违约金、利息与费用）之前，销售方保留已交付货物的所有权。

17.3 若客户在货物交付后已履行义务，但随后在之后订立的合同项下未履行义务，则对该等货物的所有权保留重新生效。

17.4 在所有权保留有效期间，客户不得对货物设定负担或处分，除非在其正常业务经营过程中进行。本款具物权效力。

17.5 销售方主张所有权保留后，有权收回已交付货物，客户应充分配合。

17.6 客户违反第17.5款的，在销售方发出违约通知后，客户应就每次违约向销售方支付每日 250 欧元的违约金，最高不超过 25,000 欧元。该违约金可在依法请求赔偿之外另行主张。

17.7 销售方对其基于任何理由持有或将从客户处取得的全部货物，及其对客户现有或将有的一切债权，享有质权与留置权。

第18条：知识产权

18.1 就合同项下创作/设计/构思或发明的作品、模型、标志或发明，销售方被视为其作者、设计者、构思者或发明人。销售方享有申请专利、商标或外观设计的专有权。

18.2 销售方在履行合同过程中不会向客户转让任何知识产权。

18.3 若销售方交付的履行（亦）包括计算机软件，则软件源代码不予交付。客户仅取得对该软件的非独占、全球范围、永久使用许可，且仅限于标的物的正常使用与正常功能实现之目的。

18.4 客户不得转让该许可或授予再许可。本款具物权效力。仅在转售包含该软件的标的物时，许可方可在同等条件与限制下转移给受让人，且前提是受让人已书面接受本条条件。

18.5 销售方不对客户因侵犯第三方知识产权而遭受的损失承担责任。

18.6 客户应使销售方免受任何第三方就知识产权侵权提出的索赔。

第19条：权利或义务的转让

未经销售方事先书面同意，客户不得转让或质押本一般条款或基础合同项下的任何权利或义务。本款具物权效力。

第20条：合同解除或取消

20.1 客户无权全部或部分解除或取消合同。

20.2 销售方可同意客户的解除请求。此时客户至少应支付约定或预算价格的20%。销售方有权要求更高支付或附加其他条件作为同意前提。

第21条：适用法律与管辖法院

21.1 适用荷兰法律。《维也纳国际货物销售合同公约》(CISG) 或其他允许排除的国际规则不适用。

21.2 对因合同产生或与合同有关的争议，销售方设立地有管辖权的荷兰民事法院享有专属管辖权。

第22条：非约束性数据

目录、图片、图纸、尺寸图及重量图中提及的数据均不具约束力，除非该等数据在双方签署的合同中被明确约定。

第23条：数据的使用

用于记录已交付货物的数据（例如关于交付物运行及性能的数据）归销售方所有。除非另有约定，客户对该等数据不享有任何权利，例如访问、查阅或转移权。

销售方仅可将本条第1款所述数据用于以下目的：

- a. 交付物的优化，包括确保其尽可能良好运行；
- b. 开发新产品或进一步开发销售方产品范围内的现有产品；
- c. 与销售方向其他客户供应的产品进行比较，以进一步优化供应给客户的产品；
- d. 可能的服务与维护。

销售方不对因数据损坏或丢失、数据不可用或基于数据作出的决策而造成的损害承担责任。

第24条：交付后机器配置的修改

为确保零部件供应及软件配置正确，客户有义务在出厂交付后，告知产品识别号（VIN 或PIN）、生产序列号（PSN）以及实施的修改内容。

第25条：客户与销售方的 CoP 义务

对于销售方提供且带有 CoP 的 S 类别（牵引式机具、搅拌机/混料车）产品，自 2025 年1月1日后在欧盟适用如下：

- a. 客户有义务遵守并实施欧盟指令 EU 167/2013 《农业车辆的批准与市场监督》中第 11与第12条（作为进口商）或第13与第14条（作为分销商/经销商）的规定。
- b. 销售方特此声明，上述产品符合该指令第8与第9条（作为制造商）的规定，并将遵守并实施由此产生的相关义务。

注：

为提高可读性和使用便利性，以下英文销售与交付条款已翻译成中文。英文版本在任何情况下均为准并具有主导效力。

Sales and delivery conditions Trioliet B.V.

Filed at the Chamber of Commerce in the Netherlands. Valid for all countries, with the exception of the Netherlands, Belgium, Luxemburg, France, Germany, Austria and Switzerland

Article 1: Applicability

- 1.1. Trioliet B.V. is referred to as the contractor. The other party is referred to as the client.
- 1.2. These terms and conditions apply to all offers made by Trioliet B.V., to all agreements that it enters into and to all agreements arising from this, all of which in-sofar as Trioliet B.V. is the contractor.
- 1.3. In the event of a conflict between a provision of the concluded agreement and these terms and conditions, the provision of the agreement shall prevail.

Article 2: Offers

- 2.1. All offers made by the contractor are without obligation and revocable, Including offers that include a term for acceptance. The contractor is entitled to revoke its offer up to two working days after it has received the acceptance.
- 2.2. The prices stated by the contractor in the offer are expressed in euros, excluding VAT and other government levies or taxes. In addition, the prices do not include travel, accommodation, packaging, storage and transport costs or costs for loading, unloading and cooperating with customs formalities.
- 2.3. Unless otherwise specified, the offer does not include:
 - a. groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work or any other construction work;
 - b. making connections to gas, water, electricity, internet or other infrastructural facilities;
 - c. measures to prevent or limit damage to, of theft or loss of, goods present at or near the workplace;
 - d. removal of materials, soil, building materials or waste;

e. vertical and horizontal transport.

Article 3: Confidentiality

3.1. All information provided by or on behalf of the contractor to the client (such as offers, designs, images, drawings and know-how) of whatever nature and in whatever form is confidential. The client will only use this information for the execution of the agreement. The client will not disclose or reproduce the information.

3.2. If the client breaches an obligation under paragraph 1, it will owe an immediately payable penalty of € 25,000 per breach. The contractor may claim this penalty in addition to damages under the law.

3.3. The client must return the information referred to in paragraph 1 upon first request, within a period set by the contractor, at the contractor's discretion, or destroy it in a manner to be determined by the contractor, without being allowed to retain a copy in any form whatsoever. In the event of a breach of this provision, the client shall owe the contractor an immediately payable penalty of € 1,000 per day. The client can claim this penalty in addition to compensation under the law.

Article 4: Advice and information provided

4.1. The client cannot derive any rights from advice and information provided by the contractor that is not related to the contract.

4.2. If the client provides information to the contractor, the contractor may assume the accuracy and completeness of this information when making an offer and performing the agreement.

4.3. The contractor is not obliged to warn of, or to independently investigate, any inaccuracies in the order, defects and unsuitability of goods originating from the client and errors or defects in plans, drawings, calculations, specifications or implementation instructions provided by the client.

4.4. The client indemnifies the contractor against any third-party claim in connection with (the use of) information provided by or on behalf of the client. This includes advice, instructions, drawings, calculations, designs, materials, brands, samples and models. The client shall compensate the contractor for all damage suffered. This includes the full cost of legal defence.

Article 5: Delivery time

5.1. All delivery times, which includes in these conditions a delivery date, week, month, term or implementation period, are indicative. If these are exceeded, the client must issue the contractor at all times with a notice of default.

5.2. The delivery time shall apply only when the client and the contractor have reached timely agreement on all commercial and technical details, all information, including final and approved drawings and the like, is in the possession of the contractor, all items to be made available by the client have been received by the contractor, the agreed (instalment) payment has been received in time and the other conditions for the execution of the order have been fulfilled. If the delivery time no longer applies, the contractor may determine a new delivery time taking into account the contractor's schedule.

5.3. The delivery time no longer applies if there are circumstances other than those known to the contractor when it specified the delivery time and those circumstances are at the expense and risk of the client, including changes to the order, contract variations or suspension by the contractor. If the delivery time no longer applies, the contractor may determine a new delivery time taking into account the contractor's schedule.

5.4. The client must reimburse the contractor for all costs, damage and loss incurred or suffered by the contractor as a result of a change in the delivery time as referred to in paragraphs 2 and 3, without the need for a notice of default.

5.5. Exceeding the delivery time does not entitle the client to compensation or full or partial termination. The client indemnifies the contractor against claims from third parties as a result of exceeding the delivery time.

Article 6: Delivery and risk transfer

6.1. Delivery takes place at the time the contractor makes the item available to the client at its premises and has notified the client accordingly. From that moment on, the item is at the client's risk.

6.2. If, after the conclusion of the agreement, the contractor nevertheless arranges the transport in whole or in part at the request of the client or assists the client in this regard (such as storage, loading, stowage or unloading), this will be at the expense and risk of the client. The client can insure itself against these risks.

6.3. If after delivery, transport is carried out by or on behalf of the client and the contractor must have access to (transport) documents that are in the client's possession, the client must make those documents available to the contractor free of charge upon first request.

6.4. If an item is exchanged and the client retains the item to be exchanged pending delivery of the new item, the risk of the item to be exchanged remains with the client until the time that it hands over the item to the contractor. If the client is unable to deliver the item to be exchanged in the condition in which it was when the agreement was concluded, the contractor may terminate the agreement wholly or in part.

Article 7: Price change

The contractor may pass on to the client any increase in cost-determining factors that occurred after the conclusion of the agreement. The client must pay the price increase at the contractor's first request.

Article 8: Force majeure

8.1. If the contractor cannot fulfil its obligations due to a circumstance beyond its actual control, this cannot be attributed to the contractors and results in force majeure. In that event, the contractor shall not be liable for any damage suffered by the client as a result. Except as provided in the fourth paragraph of this article, the client is in that event also not entitled to terminate the agreement in whole or in part.

8.2. The circumstances referred to in the first paragraph of this article include in any case (civil) war (threat), terrorism, riots, outbreaks of infectious diseases and the resulting government measures or advice, natural

disasters, extreme weather conditions, import or trade restrictions, explosion, fire, water damage, sabotage, cybercrime, disruption of digital infrastructure, disruptions in the supply of energy, (partial) loss, theft or loss of tools, materials or information, defects in machines, roadblocks, blockades of railways and waterways or airports, strikes or work stoppages, staff shortages and the circumstance that third parties engaged by the contractor, such as suppliers, subcontractors and transporters, or other parties on which the contractor is dependent, do not or do not timely fulfil their obligations.

8.3. The contractor is entitled to suspend fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations to the client due to force majeure. Once the force majeure situation has ended, the contractor shall fulfil its obligations as soon as its schedule permits.

8.4. If there is force majeure and compliance is or becomes permanently impossible, or the temporary force majeure situation has lasted for more than six months, the contractor is authorised to terminate the agreement wholly or in part with immediate effect. In those cases, the client is entitled to terminate the agreement with immediate effect, but only for that part of the obligations that the contractor has not yet fulfilled.

8.5. The parties are not entitled to compensation for the damage suffered or to be suffered as a result of the force majeure, suspension or termination as referred to in this article.

Article 9: Contract extras

Contract extras are calculated on the basis of the prices applicable at the contractor at the time the additional work is carried out. The client must pay the price for the contract extras on the contractor's first request.

Article 10: Execution of the work

10.1. The client shall ensure that the contractor can perform its work safely, undisturbed, uninterrupted and at the agreed time. The client shall ensure at its own expense and risk that:

- a. all permits, exemptions and other decisions necessary to carry out the work have been obtained in a timely manner. The client is obliged to provide the contractor with a copy of the aforementioned documents on the contractor's first request;
- b. the client informs the contractor in writing and in a timely manner of all (safety) regulations applicable at the location;
- c. the contractor is provided with the necessary auxiliary personnel, tools and facilities (such as gas, water, electricity, internet, suitable access roads for any necessary transport, lifting and hoisting cranes, sanitary facilities and a lockable dry storage space) when carrying out its work;
- d. all activities necessary for the execution of the work and not included in the agreement have been carried out on time.

10.2. The client bears the risk and is liable for damage to and theft or loss of all items located at or near the place where the work is carried out or at any other agreed place, such as the item delivered or to be delivered, tools, materials intended for the work or equipment used in the performance of the work. This does not apply if the client proves that the damage, theft or loss was caused by the contractor itself.

10.3. Without prejudice to the provisions of paragraph 2 of this article, the client must take out adequate insurance against the risks mentioned in that paragraph. In the event of damage, the client is obliged to report this immediately to its insurer for further processing and settlement.

Article 11: Delivery of the work

11.1. The work is deemed to be delivered if:

- a. the client has approved the work;
- b. the work has been put into use. If part of the work has been put into use, that part is considered to be delivered;
- c. the contractor has notified the client in writing that the work has been completed and the client has not notified the contractor in writing within 14 days of the date of such notification that the work has not been approved;
- d. the client does not approve the work on the grounds of minor defects or missing parts that can be repaired or delivered within 30 days and that do not prevent the work from being put into use.

11.2. The contractor is not obliged to provide the client with a document within the meaning of Section 7:757a of the Dutch Civil Code regarding the construction work that has been completed and is to be delivered (a 'transfer or delivery file').

11.3. If the client does not approve the work, it is obliged to inform the contractor of this in writing, stating the reasons. The client must give the contractor the opportunity to deliver the work at a later date

Article 12: Liability

12.1. If the contractor is liable for whatever reason, such liability shall at all times be limited as stipulated in the following paragraphs.

12.2. If the contractor has any insurance taken out by it or on its behalf that provides cover, the contractor's obligation to compensate for damage shall be limited to the amount paid out under such insurance in the relevant case.

12.3. If the contractor has no insurance as referred to in the previous paragraph or no amount is paid out under such insurance for whatever reason, the obligation to compensate for damage is limited to a maximum

of 15% of the order price (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the order price of the part or partial delivery in connection with which the contractor's liability has arisen. If it concerns continuing performance contracts, the obligation to compensate for damage is limited to a maximum of 15% (excluding VAT) of the contract price owed over the last twelve months prior to the damage-causing event.

12.4. The following do not qualify for compensation:

a. consequential damage. Consequential damage includes, but is not limited to: business interruption loss, loss of production, loss of profit, missed savings and subsidies, tax disadvantages, costs incurred in vain, internal costs of the client, reduced goodwill and damage to reputation, penalties, damage resulting from liability of the client towards third parties, loss in connection with damage, destruction or loss of data or documents, transport costs and travel and accommodation expenses, storage costs, costs for replacement equipment and labour and costs in connection with recall

b. damage to goods caused by or during the performance of the work to goods that are being worked on or to goods that are located in the vicinity of the place where the work is being carried out (opzichtschaade);

c. damage to or caused by or with equipment provided to the contractor;

d. damage as a result of intent or wilful recklessness by the contractor's auxiliary staff or non-managerial subordinates.

e. damage to material supplied by or on behalf of the client, including as a result of improperly executed processing, assembly, mounting or installation.

The client may insure itself against these types of damage if possible.

12.5. The client indemnifies the contractor against all claims from third parties resulting from a defect in a product supplied by the client to a third

party and of which the products or materials supplied by the contractor form part. The client must compensate for all damage suffered by the contractor in this regard, including the full costs of legal defence.

12.6. Any claim for damages by the client shall lapse after a period of twentyfour months from the date it arose unless the client has brought the claim before the competent court before the expiry of that period.

Article 13: Guarantee and other claims

13.1. Unless otherwise agreed in writing, the contractor guarantees the proper execution of the agreed performance for a period of six months after delivery or completion, as detailed in the following paragraphs.

13.2. If the parties have agreed to deviating guarantee conditions, the provisions of this article will remain in full force, unless and insofar as this is in conflict with those deviating guarantee conditions.

13.3. The client must lend all cooperation free of charge to the investigation by or on behalf of the contractor of a complaint by the client about the performance carried out, failing which all rights of the client in connection with that complaint shall lapse.

13.4. If the contractor has rejected a complaint about the performed service on good grounds, the client must reimburse all costs reasonably incurred in connection with investigating the complaint.

13.5. If the agreed performance has not been properly executed, the contractor will choose whether to perform it properly, replace the delivered item in whole or in part, or credit the client for a reasonable part of the order amount.

13.6. If the contractor chooses to properly perform the service or to replace the delivered item in whole or in part, the client will in all cases offer the

contractor the opportunity to do so. The contractor determines the method and time of execution. If the agreed performance (also) included the processing of material provided by the client, the client must supply new material at its own expense and risk.

13.7. Items to be repaired or replaced by the contractor must be sent to the contractor by the client. Transport, shipping, disassembly and assembly are at the expense and risk of the client. In addition, travel, accommodation and travel hours are for the account of the client. The contractor is authorised to require security or advance payment for these costs.

13.8. The contractor is not required to implement the guarantee until the client has fulfilled all its obligations.

13.9. a. The guarantee does not cover defects that are the result of:

- normal wear and tear;
- improper use;
- lack of maintenance, or incorrectly performed maintenance;
- installation, assembly, disassembly, change or repair by the client or by third parties;
- defects in or unsuitability of items, materials or tools originating from, or prescribed by, the client.

b. No guarantee is given for:

- items delivered that were not new at the time of delivery;
- inspecting, repairing and overhauling items;
- items under manufacturer's warranty;
- items for which a guarantee has been granted to the client by third parties.

13.10. The provisions of paragraphs 3 to 8 of this article apply by analogy to any of the client's claims based on breach of contract, non-conformity or any other basis whatsoever.

Article 14: Obligation to complain

14.1. In any case, the client no longer has the right to invoke a defective performance if it has not complained to the contractor in writing within fourteen days after it discovered or should reasonably have discovered the defect.

14.2. The client must have submitted complaints about the invoice with the contractor in writing and within the payment term, subject to forfeiture of all rights. If the payment term is longer than thirty days, the client must have submitted its complaint in writing within thirty days of the invoice date at the latest.

Article 15: Failure to take possession of goods

15.1. The client is obliged to take actual possession of the goods that are the subject of the agreement at the agreed location at the end of the delivery period.

15.2. The client must cooperate fully and free of charge to enable the contractor to deliver the goods.

15.3. Goods not taken into possession are stored at the client's expense and risk.

15.4. In the event of a breach of the provisions of paragraph 1 or 2 of this article, the client shall, after the contractor has given notice of default, owe the contractor a penalty of € 250 per day for each breach, with a maximum of € 25,000. This penalty can be claimed in addition to damages by virtue of the law.

Article 16: Payment

16.1. Payment is made at the contractor's business address or into an account to be designated by the contractor.

16.2. Unless otherwise agreed, payment is made within 30 days of the invoice date.

16.3. If the client fails to fulfil its payment obligation, it is obliged to comply with a request from the contractor for a benefit in kind instead of the agreed amount.

16.4. The client's right to offset its claims against the contractor or to suspend

the fulfilment of its obligations is excluded unless the contractor has been granted a suspension of payments or is bankrupt or the statutory debt adjustment scheme applies to the contractor.

16.5. Irrespective of whether the contractor has fully executed the agreed performance, everything that the client owes or will owe it under the agreement is immediately due and payable if:

- a. a payment term has been exceeded;
- b. the client fails to fulfil its obligations under article 15;
- c. the client has not provided security upon first request under Article 17 of these terms and conditions;
- d. the client has filed for bankruptcy or suspension of payments;
- e. attachment is levied on goods or claims of the client;
- f. the client (company) is dissolved or wound up;
- g. the client (a natural person) files an application to be admitted to the statutory debt adjustment scheme, is placed under a guardianship order or has passed away.

16.6. In the event of late payment, the client shall owe interest on the amount payable to the contractor from the day following the day agreed as the final day for payment until and including the day on which the client makes payment. If the parties have not agreed on the final day of payment, the interest is due from 30 days after the sum has become due and payable. The interest is 12% per year but will be equal to the statutory interest if this is higher. For the interest calculation, a part of the month is considered to be a full month. At the end of each year, the amount on which the interest is calculated will be increased by the interest due for that year.

16.7. The contractor is entitled to offset its debts to the client against claims that companies affiliated to the contractor have against the client.

In addition, the contractor is entitled to offset its claims to the client against debts that companies affiliated to the contractor have against the client. Furthermore, the contractor is entitled to offset its debts to the client against claims on companies affiliated with the client. Affiliated companies are all companies that belong to the same group within the meaning of Section 2:24b of the Dutch Civil Code and a participation within the meaning of Section 2:24c of the Dutch Civil Code.

16.8. In the event of late payments, the client owes the contractor all extrajudicial costs with a minimum of € 75.

These costs are calculated on the principal amount based on the following table:

- on the first € 3,000 15%
- on the excess up to € 6,000 10%
- on the excess up to € 15,000 8%
- on the excess up to € 60,000 5%
- on the excess from € 60,000 or more 3%

The extrajudicial costs actually incurred are due if they are higher than the calculation given above.

16.9. If the contractor is wholly or largely vindicated in legal proceedings, all costs incurred in connection with such proceedings shall be borne by the client.

Article 17: Securities

17.1. The client is obliged to provide adequate security, at the contractor's first request, at the contractor's discretion, for all payments owed by the client to the contractor under the agreement. If the client fails to comply with this provision within the set time limit, it shall immediately be in default. In that case, the contractor has the right to terminate the agreement and to recover its loss from the client.

17.2. The contractor shall remain the owner of delivered goods until the client has fulfilled its obligations under any agreement with the contractor, including claims for damages, penalties, interest and costs.

17.3. If the client has fulfilled its obligations after the contractor has delivered the goods to it in accordance with the agreement, the retention of title with respect to these goods is revived if the client does not fulfil its

obligations under an agreement entered into subsequently.

17.4. As long as the delivered goods are subject to retention of title, the client may not encumber or dispose of these goods other than in the course of its normal business operations. This provision has effect under property law.

17.5. After the contractor has invoked its retention of title, it may recover the delivered goods. The client will cooperate fully with this.

17.6. In the event of a breach of the provisions of paragraph 5 of this article, the client shall, after the contractor has issued notice of default, owe the contractor a penalty of € 250 per day for each breach, with a maximum of € 25,000. This penalty can be claimed in addition to damages by virtue of the law.

17.7. The contractor has a right of pledge and a right of retention on all goods that it has or may receive from the client on any grounds whatsoever and for all claims that it has or might have against the client.

Article 18: Intellectual Property Rights

18.1. The contractor shall be regarded as creator, designer, deviser or inventor, respectively, of the works, models, signs or inventions created under the agreement. The contractor has the exclusive right to apply for a patent, trademark or model.

18.2. The contractor will not transfer any intellectual property rights to the client in the performance of the agreement.

18.3. If the performance to be delivered by the contractor (also) includes providing computer software, the source code will not be handed over to the client. The client will only acquire a non-exclusive, worldwide and perpetual licence for use for the computer software solely for the purpose of the normal use and proper functioning of the item.

18.4. The client is not permitted to transfer the licence or to issue a sub-licence. This provision has effect under property law. Only in the event of resale of the item in connection with which the contractor has supplied the computer software shall the licence pass to the acquirer of the item under the same conditions and restrictions as set out in this article, provided that the purchaser of the item has accepted these conditions in writing.

18.5. The contractor is not liable for damage that the client suffers as a result of an infringement of third-party intellectual property rights.

18.6. The client indemnifies the contractor against any third-party claims related to an infringement of intellectual property rights.

Article 19: Transfer of rights or obligations

The client may not transfer or pledge any rights or obligations pursuant to any article in these general terms and conditions or the underlying agreement(s), unless it has the prior written consent of the contractor. This provision has effect under property law.

Article 20: Termination or cancellation of the agreement

20.1. The client is not entitled to terminate or cancel the agreement in whole or in part.

20.2. The contractor may agree to a request to terminate the agreement. In that case, the client shall owe a payment of at least 20% of the agreed or budgeted price. The contractor is entitled to demand a higher payment or to impose further conditions for its consent.

Article 21: Applicable law and competent court

21.1. Dutch law applies. The Vienna Sales Convention (C.I.S.G.) or any other international regulation, the exclusion of which is permitted, shall not apply.

21.2. The Dutch civil court with jurisdiction in the place of establishment of the contractor shall have exclusive jurisdiction over disputes arising from or related to the agreement.

Article 22: Non binding data

In catalogues, pictures, drawings, measurements- and weight diagrams mentioned data are not binding unless these are explicitly mentioned in a contract which is signed by both parties.

Article 23: Use of data

The data that register the delivered goods, such as data about the functioning of the delivered and the performance of the delivered, belong to the contractor. Unless otherwise agreed, the client has no rights to this data, such as, for example, the right of access, inspection or transfer.

The Contractor may only use the data as referred to in paragraph 1 of this article for the following purposes:

- a. Optimization of the delivered item, which includes ensuring that this item performs as well as possible;
- b. Development of new items or further development of existing items from the contractor's range;
- c. Making comparisons with items that the contractor has supplied to other clients for an even better optimization of items supplied to customers;
- d. Possible service and maintenance.

The Contractor is not liable for damage resulting from damage or loss of data, the unavailability of data or decisions based on the data.

Article 24: Modification of the machine configuration after delivery.

To guarantee the correct supply of parts and software configuration, the client is obligated to communicate the product identification number (VIN or PIN), production serial number (PSN), and the implemented modification after delivery from the factory.

Article 25: CoP obligations of the client and contractor.

For Category S (trailed implements, mixer wagons) supplied by the contractor with CoP, the following applies in the EU after 1/1/2025:

- a. The client is obligated to comply with and implement Articles 11 and 12 (as an importer) or Articles 13 and 14 (as a distributor/dealer) of Directive EU 167/2013 "Approval and Market Surveillance of Agricultural Vehicles."
- b. The contractor hereby declares that the aforementioned products comply with Articles 8 and 9 (as a manufacturer) of the aforementioned directive and will comply with and implement the obligations arising therefrom.