

General terms and conditions of sale and delivery of the Zuidberg companies

Version 10 February 2026

1. DEFINITIONS

Agreement:	Any contract between the Parties concerning the sale, purchase and delivery of Goods and/or the provision of Services by Zuidberg to the Client;
Client:	The legal or natural person acting in the course of a business or profession to whom Zuidberg makes an Offer or with whom Zuidberg concludes an Agreement.
Goods:	All tangible items sold and/or delivered by Zuidberg;
Offer:	Any quotation or proposal by Zuidberg to conclude an Agreement;
Party/Parties:	Zuidberg and the Client jointly or individually;
Services:	All services and/or work of any nature performed by Zuidberg, whether technical or otherwise;
Terms and Conditions:	These General terms and conditions of sale and delivery of the Zuidberg companies;
Zuidberg:	The private limited liability companies Zuidberg Tracks B.V. (Chamber of Commerce number 52649709), Zuidberg Frontline Systems B.V. , also trading under the name of Zuidberg Transmissions, Zuidberg Tracks, Zuidberg Components, and Zuidberg StaalService (Chamber of Commerce number 39078483) and Zuidberg StaalService B.V. (Chamber of Commerce number 53939379), all having their registered office in Ens, The Netherlands, being the users of these Terms and Conditions;

2 APPLICABILITY OF TERMS

- 2.1 These Terms and Conditions apply to all Offers and Agreements between Zuidberg and the Client.
- 2.2 Once declared applicable, these Terms and Conditions shall also govern all future Agreements between the Parties, unless expressly agreed otherwise in writing.
- 2.3 The applicability of any general terms and conditions of the Client is expressly rejected.

2.4 If any provision of these Terms and Conditions is or becomes invalid, the remaining provisions shall remain in force. The Parties shall replace the invalid provision by a valid provision which, to the greatest extent possible, reflects the original intent.

2.5 Where an Agreement deviates from these Terms and Conditions, the provisions of the Agreement shall prevail for that specific deviation; the remainder of these Terms and Conditions shall continue to apply.

2.6 No clause shall be interpreted contra proferentem against Zuidberg (Article 6:238(2) Dutch Civil Code does not apply in B2B relationships).

3 OFFERS AND QUOTATIONS

3.1 Unless expressly stated otherwise, all Offers are non-binding (*vrijblijvend*) and valid for the period stated therein. If no term is stated, the Offer shall in any case lapse fourteen (14) days after its date.

3.2 An Offer accepted by the Client may be withdrawn by Zuidberg within seven (7) days of receipt of the acceptance, without any liability for damages.

3.3 Zuidberg shall confirm a Client's order by written order confirmation. If the Client does not object in writing within three (3) days after receipt, the order confirmation shall be deemed correct and binding.

3.4 Zuidberg may rely on the accuracy of information, drawings or specifications provided by the Client. The Client indemnifies Zuidberg against any third-party claims relating to such materials.

3.5 If an Offer is made at the Client's request and not accepted, Zuidberg may charge the Client for all reasonable costs incurred in preparing the Offer.

4 FORMATION OF AGREEMENT

4.1 An Agreement is concluded only when:
(a) the Client accepts a written Offer from Zuidberg; or
(b) Zuidberg confirms in writing an assignment or order given by the Client; or
(c) Zuidberg commences performance of the order.

4.2 The Agreement replaces all prior oral or written proposals, negotiations and understandings between the Parties.

4.3 Amendments or additions are valid only if accepted in writing by Zuidberg. Zuidberg is entitled to charge additional costs resulting therefrom.

- 4.4. Verbal commitments or agreements by Zuidberg employees or representatives shall bind Zuidberg only if confirmed in writing by Zuidberg.

5 PRICES AND PAYMENT

- 5.1 All prices are in euros, exclusive of VAT and other governmental levies, and exclusive of packaging, transport and delivery costs, unless expressly stated otherwise.
- 5.2 If the Client places an order without an agreed price, the order shall be performed at the price applicable at the time of performance.
- 5.3 Zuidberg may, at any time and at its own discretion, require adequate security or advance payment (Article 6:52 Dutch Civil Code). Pending provision of such security or payment, Zuidberg may suspend delivery.
- 5.4 Payment must be made within thirty (30) days of the invoice date, unless agreed otherwise in writing. Payment must be made into the bank account(s) designated by Zuidberg. The moment of payment will be deemed to be the moment at which Zuidberg receives confirmation from its bank that the amount concerned has been credited to the account.
- 5.5 If payment is not made on time, the Client is in default by operation of law (*van rechtswege in verzuim*) and owes interest of two (2) percent per month or the statutory commercial interest (Article 6:119a Dutch Civil Code), whichever is higher. Each month counts as a full month. The Client shall also owe extrajudicial collection costs, fixed in advance at fifteen (15) percent of the outstanding amount (minimum €150), without prejudice to Zuidberg's right to recover higher actual costs.
- 5.6 If the Client fails to pay any invoice within the agreed term as referred to in Article 5.4, all other outstanding claims of Zuidberg against the Client shall become immediately due and payable, without any notice of default being required, unless Zuidberg decides otherwise at its sole discretion.
- 5.7 Payments shall first be applied to costs and interest, then to the oldest outstanding invoice.
- 5.8 The Client is not entitled to suspend or set off any payment against alleged claims on Zuidberg (Articles 6:52 and 6:127 Dutch Civil Code expressly excluded).
- 5.9 Zuidberg may set off any claim against the Client with any debt owed to the Client by Zuidberg or its affiliates.
- 5.10 All Zuidberg's claims become immediately due and payable if:
(a) Zuidberg reasonably fears non-performance by the Client;
(b) the Client fails to provide requested security;

or
(c) the Client is declared insolvent, granted suspension of payment, or otherwise ceases its business.

6 PRICE ADJUSTMENTS

- 6.1 In the event that six (6) months have passed after the date on which the Agreement was concluded and Zuidberg has not completed performance of the Agreement, an increase in one or more price determining factors may be charged to the Client, at the discretion of Zuidberg. The price increase must be paid at the same time that the principal sum or last payment term is paid.
- 6.2 If, however, the increased price which Zuidberg wishes to charge as referred to in Article 6.1 has risen by more than ten per cent (10%) compared to the original price, the Client will be entitled to cancel the Agreement within seven (7) days of the notification of the price change, with the proviso that under no circumstances will Zuidberg be obliged in that case to compensate the Client for any loss incurred as a result. In such event, the Client shall remain obliged to pay Zuidberg for all work already performed and costs already incurred up to the effective date of cancellation, such amount to be reasonably determined by Zuidberg.

7 DELIVERY TIME AND TERMS

- 7.1 Stated delivery times are indicative only and shall never constitute strict deadlines (*fatale termijnen*).
- 7.2 The delivery period stated by Zuidberg shall commence once all commercial and technical details have been agreed upon, all information and documentation required for performance have been received by Zuidberg, and all preconditions necessary for execution of the Agreement have been fulfilled by the Client.
- 7.3 When determining the delivery time Zuidberg assumes that it will be able to perform the assignment in the circumstances existing at the time of concluding the Agreement.
- 7.4 Should circumstances arise that differ from those known to Zuidberg at the time the Agreement was concluded, Zuidberg shall be entitled to extend the delivery period by the time reasonably required to perform the Agreement under the revised circumstances. If, due to such extension, the work can no longer be accommodated within Zuidberg's production schedule, performance or completion shall take place as soon as Zuidberg's schedule reasonably permits.
- 7.5 In case of a suspension of obligations by Zuidberg on account of a shortcoming by the Client, the delivery time will be extended by the

duration of the suspension. If, as a result of the above, any work cannot be fitted into Zuidberg's schedule, it will be carried out or completed as soon as Zuidberg's schedule permits.

7.6 If an agreed delivery period, or a delivery period that has been extended based on Articles 7.4 or 7.5 of these Terms and Conditions, has been exceeded, Zuidberg will only be in default if it has received a written notice of default from the Client giving it one (1) month to deliver and still fails to comply within this period of time. In the event of termination, the Client will not be entitled to compensation unless such exceeding of this period of time is the result of intent or gross negligence on the part of the management of Zuidberg and/or its managing employees.

7.7 Delivery shall take place *Ex Works* (EXW Incoterms 2020) from Zuidberg's premises, unless otherwise agreed in writing. Risk shall pass to the Client at the moment the Goods are made available for dispatch.

7.3 Partial deliveries are permitted. Zuidberg may invoice each partial delivery separately.

8 TRANSFER OF RISK

8.1 All Goods will at all times be transported at the risk of the Client. Unless the Client requests of Zuidberg in good time that the Goods be insured during transport at the expense of the Client, the Goods will be transported uninsured by or on behalf of Zuidberg.

8.2 Unless the Parties have expressly agreed otherwise in writing, export and import duties, clearance charges, taxes and any other government levies relating to the transport and delivery of the Goods by Zuidberg, of whatever nature, will be charged to the Client.

8.3 Zuidberg has fulfilled its obligation to deliver by making the Goods available to the Client on the agreed date at its warehouse. The delivery document signed by or on behalf of the Client and/or the relevant appendices of the carrier will constitute conclusive proof of delivery by Zuidberg of the Goods stated in the delivery document and/or the relevant appendices.

8.4 An offer for delivery by Zuidberg of the Goods ordered by the Client will be considered equivalent to the delivery of these Goods. If the Client refuses to accept the Goods offered for delivery, Zuidberg will store the Goods concerned at a location to be decided by Zuidberg for fifteen (15) days after the date of offering. After the expiry of this period Zuidberg will no longer be obliged to keep the Goods available for the Client and will be entitled to sell the Goods to a third party or to dispose of them in any other way. The Client will, however, remain obliged to comply with the Agreement by

taking possession of the Goods concerned should Zuidberg so demand at the agreed price and is also obliged to compensate Zuidberg for the loss arising from the Client's initial refusal to accept the Goods concerned, including storage and transport costs.

9 RETENTION OF TITLE

9.1 All Goods delivered will remain the exclusive property of Zuidberg until such time as the Client has complied with all of its obligations arising from or in connection with the Agreement or Agreements, including claims relating to penalties, interest and costs. Until that time the Client undertakes to store the Goods delivered by Zuidberg separate from other goods and clearly marked as Zuidberg property and to take out and maintain sufficient insurance.

9.2 The Client shall not pledge, sell, lease, or otherwise encumber or dispose of the Goods prior to full payment, except in the ordinary course of its business.

9.3 In the event of payment default or reasonable concern of non-performance, Zuidberg may reclaim the Goods without prior notice or judicial intervention. The Client shall grant access to all premises where such Goods are located.

9.4 All costs related to repossession shall be borne by the Client.

9.5 If the Client processes or combines the Goods with other items, Zuidberg shall acquire joint ownership of the new product in proportion to the invoice value of the Goods. The Client shall hold such items on behalf of Zuidberg until full payment of all amounts due.

9.6 If Zuidberg cannot invoke its retention of title because the Goods delivered have been mixed, deformed or become a constituent element of other goods, the Client will be obliged to pledge the resulting new goods to Zuidberg or mortgage them.

9.7 This clause shall not affect Zuidberg's other statutory or contractual rights.

10 INSPECTION, COMPLAINTS AND WARRANTY

10.1 The Client is obliged to inspect the Goods and/or Services delivered by Zuidberg immediately on delivery for any visible defects. If visible defects are found, the Client must notify Zuidberg of this in writing, giving reasons, within a period of fourteen (14) days from the date of delivery, failing which the goods and/or services delivered will be deemed accepted.

10.2 Other defects to the Goods and/or Services delivered must be reported to Zuidberg in writing within sixty (60) days of their discovery, or after they reasonably could have been discovered, failing which the goods and/or

- services delivered will be deemed to have been accepted.
- 10.3 If the Parties fail to reach agreement on the question whether or not there is a defect, an independent expert will be engaged. The expert will be appointed by Zuidberg in consultation with the Client. The relevant costs will be borne by the Party that, for the most part, failed in its claim, unless agreed otherwise.
- 10.4 Complaints of any nature whatsoever relating to the performance of the Agreement by Zuidberg do not suspend the Client's payment obligation and may only be communicated to Zuidberg in writing.
- 10.5 No obligation whatsoever rests on Zuidberg concerning a complaint submitted if the Client has not fulfilled all its obligations towards Zuidberg (both financial and otherwise) in time and in full.
- 10.6 A complaint concerning the Goods and/or Services delivered by Zuidberg cannot affect Goods and/or Services delivered earlier or yet to be delivered, even if these have been or will be delivered in the performance of the same Agreement.
- 10.7 A guarantee period of eighteen (18) months applies to Goods delivered by Zuidberg. The conditions of guarantee are included in the 'General Guarantee Conditions of Zuidberg', which conditions form an integral part of these Terms and Conditions and can be consulted on the website of Zuidberg (<https://zuidberg.com/en-us/terms-and-conditions/>).
- 11 EXPIRY PERIODS**
- 11.1 Legal actions and other powers of the Client, for whatever reason, with respect to Zuidberg in connection with the Goods and/or Services delivered will lapse after twelve (12) months following the date on which the Client became aware or could reasonably be aware of the existence of these rights and powers, but has not lodged a written claim with Zuidberg on this basis before the expiry of this period.
- 11.2 If within the period stated in Article 11.1 a written claim has been lodged by the Client with Zuidberg, any legal action of the Client in this respect will also lapse if no lawsuit has been brought against Zuidberg before the competent court pursuant to Article 17 of the Terms and Conditions within a term of four (4) months after receiving the relevant written claim.
- 12 TERMINATION AND SUSPENSION**
- 12.1 Zuidberg shall be entitled to terminate the Agreement, in whole or in part, with immediate effect, without being obliged to pay any

compensation, if:

(a) the Client fails to fulfill any obligation under the Agreement, or fails to do so properly or within the deadline, following a written notice of default with a period of at least five (5) days;

(b) the Client applies for or is granted a moratorium;

(c) the Client is declared bankrupt or a bankruptcy petition has been filed;

(d) attachment is levied on any of the Client's assets;

(e) the Client, being a legal entity, is dissolved or liquidated, or, being a natural person, dies or ceases its business activities;

(f) circumstances arise that reasonably jeopardize Zuidberg's ability to recover payment, including a significant deterioration of the Client's financial position.

- 12.2 Termination pursuant to this Article does not affect Zuidberg's right to claim compensation for any financial loss incurred due to the Client's failure to perform.

13 LIABILITY AND COMPENSATION

- 13.1 Zuidberg will only be liable towards the Client for loss incurred by it as a direct consequence (i.e. direct loss) of gross negligence or intent on the part of Zuidberg.
- 13.2 Zuidberg is under no circumstances liable for:
- (a) indirect loss, including but not limited to trading loss, consequential loss or loss due to delays incurred by the Client (including business disruption, loss of income etc.), through whatever cause. The Client is required to take out insurance if necessary to cover such loss;
- (b) loss caused by defects arising from materials delivered by the Client, actions or omissions of the Client or third parties in breach of the instructions given by Zuidberg or in contravention of the Agreement and the Terms and Conditions;
- (c) loss of any nature, incurred because or after the Client has put the goods delivered into use, processed them, delivered them to third parties or arranged for them to be used, processed or delivered to third parties;
- (d) loss caused by actions and/or omissions of third parties, including auxiliary persons engaged by Zuidberg.
- 13.3 If and in so far as Zuidberg should be liable for loss incurred by the Client, this liability will always be limited to 50% of the invoice amount excluding VAT with respect to the Goods and/or Services delivered and paid out by the insurer of Zuidberg under a liability insurance policy based on a loss report, increased by any excess of

- Zuidberg under this insurance policy. For the purposes of this article, a series of connected loss-causing events will count as one event/claim.
- 13.4 If at the time of the loss no payment is made to Zuidberg under any liability insurance policy for whatever reason, Zuidberg's liability will always be limited to 50% of the invoice amount excluding VAT with respect to the Goods and/or Services delivered to which Zuidberg's liability relates.
- 13.5 The restrictions and/or exclusions of liability included in Articles 13.1 to 13.4 also apply to personnel of Zuidberg and the auxiliary persons engaged by Zuidberg in the performance of the Agreement.
- 13.6 The Client acknowledges and agrees that the Goods supplied by Zuidberg Frontline Systems B.V. shall not, directly or indirectly, be sold, exported, re-exported, transferred, or otherwise made available to any country, entity, or individual that is subject to international sanctions, trade restrictions, or embargoes as imposed by the European Union, the United States, the United Nations, or any other applicable authority. In particular, the Client shall not resell or transfer the Goods to countries currently listed on international sanction lists. The Client is solely responsible for ensuring compliance with all applicable export control and sanction regulations and shall indemnify and hold Zuidberg harmless from any claim, penalty, or damage resulting from a breach of this provision.
- 14 FORCE MAJEURE**
- 14.1 Force majeure means a shortcoming in the performance of an Agreement which cannot be attributed to Zuidberg.
- 14.2 Force majeure as referred to in Article 14.1 includes in any case – therefore not exclusively – shortcomings as a result of:
- (a) failures of and/or serious disruptions to the production process of Zuidberg or at suppliers of Zuidberg, including utility companies;
 - (b) failure by third parties to deliver the necessary materials;
 - (c) wilful misconduct or gross negligence of auxiliary persons;
 - (d) strikes;
 - (e) excessive sickness absence of Zuidberg's personnel;
 - (f) fire;
 - (g) special weather conditions (such as floods);
 - (h) government measures (both national and at European level), including import and export prohibitions and impediments;
 - (i) war, mobilization, disturbances, riots, state of siege;
 - (j) sabotage;
 - (k) traffic congestion;
 - (l) machinery breakdown;
- 14.3 In the case of force majeure, Zuidberg has the choice of either suspending the performance of the Agreement until the situation of force majeure has ceased to exist or, whether or not having originally chosen to suspend performance, to terminate all or part of the Agreement. In either case the Client is not entitled to any compensation. If the period in which Zuidberg is unable to comply with its obligations for reasons of force majeure is longer than thirty (30) days, the Client will also be entitled to terminate part of the Agreement (with respect to the future), with the proviso that Zuidberg, in accordance with Article 14.4, will be entitled to send an invoice for the work already performed. In case of partial termination there will be no obligation to compensate for loss, if any.
- 14.4 If Zuidberg has met its obligations in part at the time the force majeure occurs or can only partially comply with its obligations, it will be entitled to invoice that part separately. The Client will be required to pay this invoice as if it were a separate Agreement.
- 15 CONFIDENTIALITY**
- 15.1 Both Parties are bound not to disclose any confidential information they have acquired from each other or from some other source in the context of their Agreement. Information is to be regarded as confidential if a Party has stated that it is confidential or if it is obvious from the nature of the information that it is confidential.
- 15.2 If Zuidberg is obliged, by virtue of a statutory provision or a judicial ruling, to disclose confidential information to third parties designated by the law or a competent court and Zuidberg is unable to claim a right of non-disclosure recognized or granted by the competent court in such a case, then Zuidberg will not be obliged to pay any damages or compensation and the Client will not be entitled to terminate the Agreement.
- 16 INTELLECTUAL PROPERTY**
- 16.1 Unless expressly agreed otherwise in writing, all intellectual and industrial property rights — including but not limited to copyrights, design rights, database rights, trademarks, patents, know-how, drawings, models, samples, software,

- and other materials — created, developed, or made available by Zuidberg in connection with any offer, quotation, or Agreement shall at all times remain the exclusive property of Zuidberg. No transfer or license of any such rights shall occur except as explicitly agreed in writing.
- 16.2 All items referred to in Article 16.1, whether or not separate costs have been charged for their development or production, shall remain Zuidberg’s property at all times. The Client shall not copy, reproduce, disclose, use, or make such items available to any third party without Zuidberg’s prior written consent. Upon Zuidberg’s request or upon termination of the Agreement, the Client shall immediately return or permanently delete all such materials, including any copies thereof.
- 16.3 The Client shall not, directly or indirectly, reverse engineer, decompile, disassemble, replicate, or otherwise attempt to gain access to the underlying source code, structure, or know-how embodied in any Goods or materials supplied by Zuidberg, nor permit any third party to do so.
- 16.4 The Client acknowledges that any breach of this Article may cause irreparable harm to Zuidberg and entitle Zuidberg to seek injunctive relief, without prejudice to any other rights or remedies available under the Agreement or applicable law.
- 16.5 In the event of any breach of the obligations set out in this Article, the Client shall, without any notice of default being required, owe Zuidberg an immediately payable penalty of EUR 25,000 (twenty-five thousand euros) per breach, plus EUR 1,000 (one thousand euros) for each day or part thereof that the breach continues, without prejudice to Zuidberg’s right to claim full compensation for the actual damages suffered and/or to seek injunctive relief.
- 17 DATA PROTECTION**
- 17.1 Each Party shall comply with applicable data protection and privacy laws, including the EU General Data Protection Regulation (Regulation (EU) 2016/679), to the extent such laws apply to the performance of this Agreement.
- 18 SUSTAINABILITY AND RESPONSIBLE BUSINESS CONDUCT**
- 18.1 Each Party shall conduct its business in a socially and environmentally responsible manner and shall comply with all applicable laws and regulations relating to environmental protection, human rights, labor conditions, and anti-corruption.
- 18.2 The Client acknowledges that Zuidberg seeks to operate in line with internationally recognized principles of responsible business conduct, including those reflected in the EU Corporate Sustainability Due Diligence Directive (CSDDD), the EU Corporate Sustainability Reporting Directive (CSRD), the OECD Guidelines for Multinational Enterprises, and the UN Guiding Principles on Business and Human Rights.
- 18.3 The Zuidberg shall take reasonable measures to ensure that its own operations and supply chain comply with these principles, and shall provide Client, upon reasonable request, with information demonstrating such compliance.
- 19 EXPORT COMPLIANCE**
- 19.1 Each Party shall comply with all applicable export control laws, trade sanctions, and customs regulations, including but not limited to Regulation (EU) 2021/821 (EU Dual-Use Regulation), as amended from time to time.
- 19.2 The Client shall not, directly or indirectly, sell, export, re-export, transfer, or otherwise make available any Goods, software, or technology supplied by Zuidberg to any destination, person, or entity prohibited under applicable export control or sanctions laws.
- 19.3 If required by law or regulation, Zuidberg may suspend delivery or cancel any order if it reasonably believes that such delivery would violate export control or sanctions legislation, without liability to the Client.
- 19.4 The Client shall indemnify and hold Zuidberg harmless from any losses, damages, penalties, or expenses arising out of the Client’s non-compliance with this article.
- 20 APPLICABLE LAW AND DISPUTE RESOLUTION**
- 20.1 All Agreements concluded by Zuidberg are exclusively governed by Dutch law. The Vienna Sales Convention (CISG) is explicitly not applicable.
- 20.2 Any disputes between Zuidberg and a Client which has its registered office in the European Union (based on the registered office according to the articles of association) will exclusively be settled by the District Court of Zwolle, the Netherlands.
- 21 COMMUNICATION**
- 21.1 All notices or other communications under the Agreement shall be made in writing and shall be deemed duly given when sent by registered post, recognized courier service, or by electronic mail to the usual business email addresses of the Parties, or to such other address as either Party may notify in writing from time to time.
- 21.2 Notices shall be deemed received:
 (a) on the date of delivery, if delivered in person or by courier;
 (b) on the second business day after posting, if sent by registered mail; or

(c) on the day of sending, if sent by email before 17:00 (recipient's local time), provided that no delivery failure message is received, otherwise on the next business day.

- 21.3 Routine operational communications between the Parties may be conducted by ordinary email without formal notice, and such correspondence shall be considered valid and binding for day-to-day business purposes.

22 SEVERABILITY

- 22.1 If any provision of these General Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall replace the invalid provision with a valid one that best reflects the original intent and economic effect.
- 22.2 Failure or delay by Zuidberg in enforcing any provision or exercising any right under the Agreement shall not be deemed a waiver of such provision or right. Any waiver must be made expressly in writing.