

# GENERAL TERMS AND CONDITIONS OF TRIBUS VK-50-240924 version 09-2024

## Article 1. Definitions

The following definitions apply to these General Terms and Conditions:

**Tribus B.V.:** Hereinafter referred to as Tribus, with its registered office at Proostwetering 71, 3543 AC, Utrecht, Netherlands;

**Buyer:** a legal entity that enters into an agreement with Tribus in the course of its profession or business for the purpose of purchasing products or services.

**Agreement:** the agreement between Buyer and Tribus for the purchase of products and/or services.

**Products:** all products manufactured, made, processed, or acquired by Tribus for sale to the Buyer, including converted commercial vehicles.

**Services:** all services offered by Tribus to Buyers, such as the conversion of commercial vehicles on behalf of the Buyer.

**Object:** A commercial vehicle on which Tribus performs work on behalf of the Buyer.

## Article 2. Applicability

2.1 These General Terms and Conditions apply to every offer, quotation, and Agreement between Tribus and the Buyer unless otherwise agreed in writing.

2.2 The applicability of other general terms and conditions, including those of the Buyer, is expressly rejected.

2.3 Additions to and/or deviations from these conditions are only binding if and insofar as Tribus has expressly accepted them in writing. Any agreed additions and/or deviations apply only to the specific Agreement.

2.4 In these conditions, 'in writing' also means by written notice, e-mail, internet, or other electronic media.

2.5 Provisions deviating from the offer and/or the Agreement between Tribus and Buyer shall prevail over the provisions of these General Terms and Conditions.

2.6 Tribus is entitled to amend and/or supplement these General Terms and Conditions.

## Article 3. Offer

3.1 The Products and Services are offered to the Buyer by means of a quotation. Tribus' quotations expire four weeks after the date of the quotation. Accepting the quotation after this period will not result in an Agreement.

3.2 Unless expressly stated otherwise, all quotations from Tribus are non-binding and may be revoked in writing by Tribus within 7 days of receipt of an acceptance confirmation by the Buyer.

3.3 The Buyer is responsible for the accuracy, completeness, and reliability of data and documents provided to Tribus in the context of an order or assignment, even if such data originates from third parties.

3.4 Tribus reserves the right to refuse orders or assignments. Tribus will inform Buyers if they are unable to accept an order.

3.5 The Buyer is only entitled to cancel an order or assignment after written permission from Tribus, which may be subject to conditions deemed appropriate by Tribus.

3.6 Tribus is not obliged to honor an offer and/or Agreement at a certain price if the price is based on a typographical and/or clerical error in the quotation, agreement, or on the website.

## Article 4. Agreement

4.1 An Agreement is concluded after Tribus has confirmed the order or assignment in writing.

4.2 Any offer or promise made by Tribus is only binding insofar as the offer is confirmed in writing.

## Article 5. Delivery & Completion

5.1 Tribus will exercise the utmost care in performing Services (conversion of commercial vehicles) and delivering Products.

5.2 The estimated delivery time of the Products and Services is indicative unless explicitly stated on the website, in the quotation, or in the Agreement that delivery must occur within a certain period.

5.3 A delay in delivery does not entitle the Buyer to dissolve the Agreement or any right to compensation, unless there is intent or gross negligence on the part of Tribus.

5.4 Deliveries are made on the basis of Ex Works Incoterms 2020®, unless otherwise agreed in writing.

5.5 Tribus reserves the right to make deliveries in parts. Tribus is entitled to demand (advance) payment for each (partial) delivery before proceeding to the next delivery.

5.6 The Buyer is obliged to accept the delivery of the Products at Tribus' first request. If the Buyer fails to accept delivery, the Buyer is liable for all resulting costs and damages.

5.7 Delivery takes place at the address provided by the Buyer in the quotation or Agreement.

5.8 Tribus will inform the counterparty as soon as it reasonably expects that the delivery term of the Object cannot be met.

5.9 Tribus will deliver the Object immediately after completing the work in accordance with the Agreement.

5.10 If the Buyer fails to take delivery of the completed Object as agreed, Tribus may charge a fee of €50 per day.

## Article 6. Products & Services

6.1 All images and specifications of Products in catalogs, price lists, advertisements, websites, etc., should be considered approximations unless Tribus expressly states otherwise regarding a specific delivery in writing.

6.2 Tribus offers Services such as installing and converting vehicles. Tribus will exercise the utmost care in performing these Services, considering the interests of the Buyer, and will carry out the work properly, with good craftsmanship, in accordance with generally accepted standards and the Agreement.

6.3 Tribus ensures that the work carried out and the Object meet the (legal) requirements provided by the Buyer at delivery.

6.4 If and insofar as necessary for the proper execution of the service, Tribus has the right to have the agreed Services performed by third parties.

6.5 The Buyer is obliged to provide Tribus with a detailed list of statutory and technical requirements that the Product must meet before the start of the work. The Buyer is responsible for the accuracy and completeness of this information. Tribus is never liable for any damage or costs resulting from any errors or omissions in this information.

## Article 7. Additional Work

7.1 Tribus may under- or overshoot the amounts in the Agreement by up to 10% without grounds for a complaint from the Buyer, cancellation of the Agreement, or the need for a new Agreement unless other changes are also involved.

7.2 The 10% under- or overshoot of amounts in the Agreement also applies if Tribus can only definitively determine contingencies, hourly estimates, and quantities after the work has been completed.

7.3 Tribus will notify the Buyer of any excess in accordance with the above articles.

7.4 If additional work is required, the parties will conclude a new agreement for that work.

7.5 If there is an excess of more than 10%, Tribus will consult with the Buyer to determine whether the agreement can be continued and whether a new agreement must be drawn up for the excess.

7.6 If the Buyer does not respond to a quotation regarding additional work and is unreachable, Tribus may still carry out the additional work, provided that such work is necessary or logical for the execution of the Agreement with the Buyer.

7.7 In the event of additional work pursuant to Articles 7.4 and 7.5, the Buyer may terminate the Agreement.

The Agreement is valid until termination, and the Buyer will pay the agreed fee for the work, applying Article 7.1.

## Article 8. Prices

8.1 The Products are delivered at the prices stated in the quotation or Agreement.

8.2 All prices mentioned by Tribus in its quotation or Agreement are exclusive of VAT and any other costs such as taxes, levies, customs duties, and other costs such as transport and insurance costs, etc., and are based on Ex Works Incoterms 2020 unless otherwise agreed in writing.

8.3 After the Agreement has commenced but before delivery of the agreed Products, Tribus is entitled to increase the agreed prices if the price increase is the result of one or more rising costs such as rising VAT rates, labor costs, purchase prices, statutory regulations, environmental contributions, or exchange rate fluctuations. This also includes rising cost prices due to government measures.

## Article 9. Payment

9.1 Payment shall be made by transfer to Tribus' bank account before delivery, unless otherwise agreed in writing. The agreed price must be paid within 14 days of the invoice date, unless the parties agree otherwise.

9.2 The payment must be made by the Buyer in EURO, unless the parties agree otherwise.

9.3 If the Buyer does not fulfill its payment obligation on time, the Buyer shall owe a late payment interest of 2% without the need for any notice of default or judicial intervention, without prejudice to Tribus' other rights, such as the right to compensation, extrajudicial costs, statutory interest, or commercial interest. This does not exclude Tribus' other rights such as the right to compensation and extrajudicial costs.

9.4 If Tribus, due to the Buyer's default, must assign its claim for collection, all associated costs, such as administrative, judicial, and extrajudicial costs,

including the costs of filing for bankruptcy, shall be borne by the Buyer.

9.5 The Buyer is not entitled to offset amounts invoiced by Tribus with a counterclaim asserted by the Buyer or to delay payment in the event of a counterclaim by the Buyer.

9.6 If the Buyer has an outstanding invoice that is overdue, Tribus has the right to suspend delivery of Products until the Buyer has made payment.

9.7 The payment date is the date on which the amount is credited to Tribus' account.

## Article 10. Retention of Title & Right of Retention

10.1 All Products delivered to the Buyer remain the property of Tribus. Tribus retains ownership of the Products until the Buyer has fulfilled all its payment obligations under the Agreement.

10.2 Tribus is entitled to reclaim Products that are subject to retention of title in the following cases:

- In the event the other party fails to fulfill its obligations under the Agreement;
- Or if there is a justified concern that the other party will not be able to meet its obligations under the Agreement.

10.3 The Buyer is obliged to cooperate in returning Products delivered under retention of title.

10.4 If Tribus has an Object of the Buyer in its possession for the performance of an Agreement, Tribus is entitled to retain this Object until the Buyer has fulfilled its payment obligations.

## Article 11. Liability & Risk

11.1 Tribus can only be held liable in the event of a product recall if:

- It is established that Tribus is liable for the circumstances leading to the recall and;
- It is established that the Buyer acted as a reasonable and competent professional and made efforts to minimize the costs associated with the recall.

11.2 Tribus' liability is in all cases limited to direct damage to the delivered Product up to a maximum of the amount paid under Tribus' legal liability insurance, including the deductible under this insurance. If, for any reason, no payment is made under this insurance, any liability is limited to the invoice amount of the Product or Service related to the Agreement on which the counterparty's claim is based.

11.3 Tribus is not liable for any damage, of whatever nature, arising because Tribus, when placing the order or at a later stage, relied on incorrect and/or incomplete information provided by or on behalf of the Buyer.

11.4 Tribus is not liable for any infringement of third-party intellectual property rights caused by the Buyer.

11.5 Tribus will not be liable - regardless of the legal basis of the Buyer's claim - for any consequential damages, including but not limited to; damage resulting from delays or data loss, loss of profits, and penalties forfeited by the Buyer.

11.6 Tribus is never liable for business damage, loss of profits, or damage of any kind resulting from careless or improper use of the Products by the Buyer or a third party. Careless or improper use includes: using and storing the delivered Products in a manner not prescribed in the instructions. Tribus is not liable for damage caused by construction errors made by the Buyer resulting from careless use of the Products delivered to the Buyer.

11.7 The Buyer indemnifies and holds Tribus harmless for all damages, fines, costs, and expenses arising from violations of export control obligations and sanctions by the Buyer. The Buyer declares and guarantees that it will comply with all applicable export and sanction laws and regulations, including but not limited to the European Dual-Use Regulation, when purchasing, selling, reselling, exporting, and using Products supplied by Tribus.

## Article 12. Force Majeure

12.1 In the event of force majeure, Tribus is entitled to suspend or partially dissolve the Agreement without being obliged to pay compensation to the Buyer or other parties.

12.2 Any failure in the performance of the Agreement for which Tribus cannot be held responsible because it is beyond its control shall be considered a force majeure situation.

12.3 If the period in which performance is not possible due to force majeure exceeds 6 months, both parties are entitled to dissolve the agreement without being obliged to compensate for the resulting damage.

12.4 The following situations are considered force majeure:

- Operational disruption, work stoppage, employee strike at Tribus or third parties.
- Late delivery by a supplier of Tribus.
- War, war threat, armed conflict, sabotage, internal accident with serious injury, and other serious disturbances and threats, as well as the real possibility thereof, and instructions from the competent authority, consequences of unlawful or unjustified actions by bailiffs,

- banks, and other parties, occupation of company, work strikes.
- d) Terrorist attacks.
- e) Riots, revolution.
- f) Natural disasters, including but not limited to floods, earthquakes, storms, fires.
- g) Failure or late delivery of Products by (partial) suppliers or other third parties engaged by Tribus.
- h) Legal regulations and measures by the Dutch government that prevent Tribus from fulfilling the Agreement, including import and export bans.
- i) Legal regulations and government measures from foreign governments or bodies of the European Union that prevent Tribus from fulfilling the Agreement, including import and export bans.

12.5 In a force majeure situation, Tribus is entitled to change the delivery time or terminate the agreement out of court within three weeks of the occurrence of the situation.

### Article 13. Intellectual Property Rights & Confidential Information

13.1 All intellectual property rights to all Products delivered or made available under the Agreement, such as; photos, models, videos, software, trade names, methods, contracts, materials, concepts, documentation, reports, quotations, brochures, and all related preparatory material, in the broadest sense of the word, remain the exclusive property of Tribus.

13.2 The Buyer is not permitted to modify the whole or part of the delivered Products, their packaging, or labeling without prior written permission from Tribus, unless otherwise agreed in writing.

13.3 The Buyer is not permitted to use or distribute images, videos, or other content from Tribus' website without prior permission from Tribus.

13.4 The Buyer acknowledges that the Products delivered under the Agreement may contain confidential information and trade secrets of Tribus or its suppliers. The Buyer agrees to keep this information confidential and not to disclose or use it other than for the purpose for which it was provided.

13.5 For each violation of this article, the Buyer is liable to Tribus for a directly payable penalty of €25,000, in addition to other options for claiming damages.

13.6 The Buyer must return information provided to it under this article upon first request within the period set by Tribus. In the absence thereof, the Buyer is liable to Tribus for a directly payable penalty of €1,000 per day, in addition to other options for claiming damages.

### Article 14. Warranty

14.1 Tribus guarantees that the Products meet all quality requirements and specifications and provides a 24-month warranty from the registration date on Tribus-converted Objects. For any wheelchair lift or electric step, a 12-month warranty applies. Tribus guarantees that the Products comply with the Agreement and the specifications stated in the offer and meet reasonable requirements of reliability and usability. If agreed, Tribus also guarantees that the Product is suitable for normal use. The warranty period for certain Products may deviate from the standard warranty period of 24 months, and a factory warranty applies for such Products.

If a defect occurs within the warranty period due to material and/or manufacturing defects, Tribus guarantees that this will be repaired or replaced free of charge. When a defect occurs, you must report it by email or in writing to Tribus within one month after discovery (and no later than within the warranty period of the object). The complaint must be identified and reported within the warranty period.

Repair of the defect means repair or replacement of one or more defective parts at Tribus in Utrecht or at a repairer designated by Tribus.

14.2 Tribus guarantees that all Services will be provided in a professional, skilled manner, in accordance with reasonable standards or practices. Furthermore, Tribus guarantees that the Services will be performed in accordance with the applicable specifications and will be correct and suitable for the purposes mentioned in the Agreement.

14.3 The warranty referred to in Article 14.1 lapses in the following cases:

- a) Neglect and/or poor maintenance;
- b) Failure to maintain the installation according to regulations (see vehicle documentation);
- c) Improper use, deliberate damage, or overloading;
- d) Changes to the vehicle without permission from Tribus;
- e) The use of non-original Tribus parts;
- f) Daylight-invisible color differences in the roof layer of the Object;
- g) Damage to the paint layer of the Object caused by external influences.
- h) Normal wear and tear.

- i) Damage from external influences is not covered by the Tribus warranty. This includes damages caused by external factors, such as:
  - Stone chips resulting in rust, glass breakage, etc.
  - Industrial pollution.
  - Paint and bodywork damage from salt, sand, storm, blossom, tree resin, (bird) excrement, etc.
  - Glass breakage in tempered glass (side and rear window) after 1,000 km or one month after delivery (manufacturing or material defects would have appeared within this period) for windows installed by Tribus.

14.4 The Tribus warranty is supplementary to the factory warranty of the base object. For the warranty conditions of the base object, we refer you to the manufacturer. Premature wear of the lift or parts thereof due to maintenance not performed according to regulations is not covered by the Tribus warranty. The same applies to premature wear of parts caused by circumstances as described above, as well as abnormal driving and handling styles. Indirect damage. Indirect damage includes towing, telephone, and downtime costs, as well as rental costs of a replacement object. These costs are not covered by the Tribus warranty.

14.5 Maintenance, adjustment, and inspection work will be charged to the owner, even during the Tribus warranty period.

14.6 Additional costs

Installation and removal costs, third-party work resulting from modifications to the object (for example, electronic or data communication equipment) or arising costs are not covered by the Tribus warranty.

### Article 15. Acceptance and Complaints

15.1 Immediately after delivery of the Products, the Buyer must inspect them for defects or verify whether the delivered Products comply with the Agreement, namely:

- a) whether the correct Products have been delivered and the correct Services have been performed;
- b) whether the delivered Products and Services meet the specified quality requirements;
- c) whether the quantity (number, amount, weight) of the delivered Products corresponds to what was agreed between the parties.

15.2 Any visible defects or visible quantity discrepancies and visible (transport) damage to the Products must be reported by the Buyer immediately upon delivery to the carrier and in writing to Tribus within 7 days of delivery. In the absence of this, the Buyer is deemed to have received the agreed quantity of Products without visible defects or visible (transport) damage. Any hidden defects, non-visible quantity discrepancies, and non-visible damage to the Products must be reported to Tribus as soon as possible after discovery but within the warranty period mentioned in Article 14.

15.3 Returns of delivered Products are only possible if the Buyer provides Tribus with a written statement containing the reason for the return of the Products, including the date and invoice number, and Tribus has given prior written permission.

### Article 16. Suspension & Termination

16.1 Tribus is entitled to suspend or terminate the Agreement with immediate effect without notice of default or being liable for compensation, if:

- a) the Buyer has applied for (provisional) suspension of payments or has been granted suspension of payments;
- b) the Buyer has initiated bankruptcy proceedings, or a court has declared the Buyer bankrupt;
- c) the Buyer dies or is placed under legal control;
- d) the Buyer does not properly or timely fulfill its obligations under an Agreement entered into by it, or there is reason to fear that this will occur.

### Article 17. Applicable Law & Jurisdiction

17.1 These General Terms and Conditions and all agreements between the Buyer and Tribus are governed exclusively by Dutch law, including the United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG].

17.2 All disputes arising from an Agreement between the Buyer and Tribus shall be exclusively submitted to the competent court in Utrecht, Netherlands, unless Tribus chooses to submit the dispute to the competent court in the place where the Buyer is established.

17.3 Tribus is also entitled to settle a dispute by means of arbitration before the International Chamber of Commerce according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by a single arbitrator. The arbitration procedure will be conducted in English. Arbitration will take place in Utrecht, Netherlands.