

General Sales and Delivery Terms – Europe (Master Version)

English – Version 1.1 | Effective 2026-07-01

1. Purpose and Scope

These General Sales and Delivery Terms (“Terms”) apply to all quotations, sales, and deliveries made by VBG Group Truck Equipment AB (“VBG TE”) for its brands VBG, Ringfeder, and Onspot to customers within the European Union and the European Economic Area, unless otherwise expressly agreed in writing. The Master Terms serve as a baseline framework. Country-specific terms may apply and take precedence where agreed.

The Terms form part of all contracts for the sale of goods by VBG TE and prevail over any conflicting terms proposed by the customer, unless expressly accepted in writing by VBG TE. VBG TE and the customer are hereinafter individually referred to as a “Party” and jointly as the “Parties.”

These Terms shall also apply to all future transactions between VBG TE and the customer.

2. Quotations and Orders

Quotations issued by VBG TE are valid for thirty (30) days unless otherwise stated and are non-binding. All orders placed by the customer are subject to written acceptance by VBG TE, which may be provided via an order confirmation.

No order, volume commitment, delivery schedule, or forecast shall be binding upon VBG TE unless expressly agreed in writing. Any amendment or variation shall be binding only if confirmed in writing by VBG TE.

3. Prices and Payment Terms

All prices are stated exclusive of VAT, customs duties, and other applicable taxes or charges. Unless otherwise agreed in writing, deliveries are made EXW (Ex Works) in accordance with Incoterms® 2020. Prices are binding only once confirmed in the order confirmation.

VBG TE price lists or individual part prices may be updated from time to time, and such updates shall apply only to new orders. Confirmed order/pricing terms are valid for a maximum of 12 months unless otherwise agreed.

Payment terms are agreed individually and generally specified in the order confirmation and/or in the distribution agreement. In the event of delayed payment, VBG TE is entitled to charge statutory interest, recover all reasonable collection costs, and may suspend or terminate deliveries in case of payment delay or other material payment risk.

4. Delivery and Transfer of Risk

Delivery occurs when the goods are made available to the customer at VBG TE's premises or another agreed location, in accordance with EXW (Incoterms® 2020). Risk passes to the customer at that point.

Delivery dates are indicative unless expressly confirmed in writing. Packaging shall be in accordance with the order confirmation. VBG TE shall not be liable for damages due to delayed delivery unless caused by willful misconduct or gross negligence.

5. Inspection and Claims

The customer shall inspect the goods immediately upon receipt. Visible defects or discrepancies must be notified to VBG TE in writing within eight (8) days from delivery. Hidden defects must be notified without undue delay and no later than twelve (12) months after delivery.

Failure to notify within these time limits releases VBG TE from liability, subject to any mandatory provisions of applicable product-specific warranty terms.

6. Warranty and Liability

VBG TE's warranty obligations are governed exclusively by the applicable product-specific warranty terms supplied with the goods or published on official VBG TE or brand websites. The warranty does not cover normal wear and tear, improper use, incorrect installation, or unauthorized modifications (see Drivers Manual for usage guidance).

To the maximum extent permitted by applicable law, all other warranties, express or implied, are excluded. VBG TE's total liability shall not exceed the invoiced value of the goods supplied. VBG TE shall not be liable for indirect, consequential, or incidental losses, including loss of profit, production, or business.

7. Force Majeure

None of the Parties shall be liable for failure to perform any obligations under these Terms, other than the payment of money, when the failure is caused by circumstances beyond the reasonable control of the affected Party, including but not limited to flood, fire, strike or other labour disputes, pandemic, accidents, wars, riot, insurrection, acts of government, governmental regulation, shortage of energy, transport or supplies, or delays or failure to perform by suppliers and subcontractors.

The affected Party shall notify the other Party without undue delay of the force majeure event. If such event continues for more than six (6) months, either Party may terminate the affected part of the contract without liability.

8. Lifecycle and Spare Parts

VBG TE continuously develops and updates its product portfolio. As a result, changes to products, specifications, and the product range may occur over time.

VBG TE aims to maintain availability in line with generally accepted industry practice and, where feasible, may offer suitable replacement products if a product is phased out. However, no specific lifecycle duration, availability period, or ongoing supply commitment is guaranteed for any individual product or spare part.

VBG TE reserves the right to make reasonable technical, design, or range changes without prior notice, provided such changes do not materially affect the intended use of the product.

9. Buyback and Stock Cleanse

Subject to VBG TE's prior written approval, the customer may return spare parts in resalable condition once per calendar year, up to a maximum value corresponding to 25% of the customer's annual purchases. Approval is at VBG TE's sole discretion.

Only unused, undamaged parts listed in VBG TE's current price list at the time of return are eligible. Returns shall be consolidated and handled in accordance with VBG TE's applicable return procedures.

Approved returns will be credited at the original purchase price less a 35% handling and administration deduction. Return transport costs shall be borne by the customer unless otherwise agreed in writing. VBG TE reserves the right to reject non-compliant returns.

10. Intellectual Property Rights

Each Party retains ownership of its own trademarks, patents, designs, and other intellectual property. No rights are transferred unless expressly agreed in writing.

During the contractual relationship, the customer may use VBG TE brand and product names, trademarks, and slogans solely as necessary for the sale, marketing, and servicing of VBG TE products, with VBG TE's approval.

Neither Party may use names, trademarks, or identifiers that could reasonably cause confusion with those of the other Party or its affiliated companies, during or after the contractual relationship.

11. Governing Law and Jurisdiction

These Terms shall be governed by the laws of Sweden, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any dispute arising out of or in connection with these Terms shall be settled by the District Court of Vänersborg (Vänersborgs tingsrätt), unless otherwise agreed in writing, provided for in applicable Local Terms, or where the Parties have agreed to arbitration.

12. Sanctions and Export Control

The Buyer shall comply with all applicable sanctions, export control and trade compliance laws and regulations.

The Buyer shall not sell, export, re-export, transfer or otherwise make available, directly or indirectly, any products supplied by VBG Truck Equipment to any country, territory, party, end user or end use where this would be prohibited or restricted under applicable sanctions or export control regulations, including Russia, Belarus and other sanctioned or restricted territories.

The Buyer shall use best efforts and take reasonable measures to ensure that these restrictions are not circumvented by any third party further down the commercial chain, including resellers, distributors or other business partners.

Upon request, the Buyer shall provide VBG Truck Equipment with information regarding the final destination, end user and intended end use of the products. VBG Truck Equipment may suspend, refuse or cancel any quotation, order, delivery or agreement if such information is not provided, or if VBG Truck Equipment has reason to believe that the transaction may breach or circumvent applicable sanctions or export control regulations.

Any breach of this clause shall be considered a material breach of contract and may entitle VBG Truck Equipment to suspend deliveries, cancel orders, terminate the agreement and claim compensation for related losses, costs or damages.

13. Miscellaneous

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any amendment or waiver shall be valid only if made in writing and signed by VBG TE.

A failure or delay by VBG TE to enforce any right shall not constitute a waiver. The applicable version of these Terms is the one published on official VBG TE or brand websites at the time of order confirmation.

Customer data is processed in accordance with applicable data protection laws, including the GDPR, insofar as necessary for contract performance.

14. Language and Interpretation

These Terms were originally prepared in English.

VBG TE may issue market-specific versions of these Terms, including translations and country-specific adjustments, for use in certain markets ("Local Terms"). Where such Local Terms are issued and designated for a specific market, they shall take precedence over these General Sales and Delivery Terms in case of any conflict.

Any translations or versions not issued or approved by VBG TE are provided for information only and have no contractual effect.