

# General Terms and Conditions of B2B Sale

Version 1.0, effective 20 July 2026. These terms apply exclusively to business customers.

## 1. Identity and scope

ConnectorRoute is a trade name of Chr. de Koff & Zn. B.V., Haarbos 16, 3953 HA Maarsbergen, the Netherlands, registered with the Dutch Chamber of Commerce under number 31034646 and VAT number NL800796883B01 (Seller).

These terms apply to every quotation, order, order confirmation, sale and delivery by Seller. The customer's terms are rejected unless Seller expressly accepts them in writing. Consumers may not order under these terms.

## 2. Product and catalogue information

Descriptions, photographs, dimensions, standards, availability and other catalogue data are informative and may be corrected. Minor differences that do not materially impair normal professional use do not constitute non-conformity.

Brand, OE, distributor and competitor references are used only for identification and cross-reference. A cross-reference is not by itself a guarantee of identical fit, approval, certification or performance.

## 3. Suitability and professional verification

The customer is responsible for selecting products and verifying application, pin allocation, electrical rating, dimensions, standards, approvals and installation conditions before production use. Seller's written confirmation based on complete drawings or samples takes precedence over website information.

Products must be installed and tested by competent personnel in accordance with applicable vehicle, electrical and safety requirements.

## 4. Quotations, orders and contract formation

Quotations are non-binding unless stated otherwise and remain valid for 14 days. A website submission or purchase order is an offer by the customer. An automatic receipt is not acceptance.

A contract is formed only when Seller issues a written order confirmation, dispatches the goods, or expressly accepts the order. Seller may reject or adjust an order because of availability, credit, export-control, price or data errors.

## 5. Prices, boxes, discounts and VAT

Prices are in euros, exclusive of VAT, duties, installation and transport unless expressly stated. Goods identified as boxes-only are supplied only in full box multiples.

Order-value discounts are calculated over the product subtotal excluding VAT and shipping using the tier valid when Seller accepts the order. Price or discount errors may be corrected before acceptance.

VAT treatment depends on the place of supply, transport evidence and a valid VAT number. The customer must provide correct tax information and indemnifies Seller for tax arising from incorrect information supplied by the customer.

## 6. Payment and credit

Unless the order confirmation or invoice states otherwise, payment is due within 30 calendar days of the invoice date, without set-off, deduction or suspension. Seller may require advance payment, a deposit or a credit limit, including for first orders or changed credit risk.

Late payment is subject to statutory commercial interest and reasonable collection costs. Seller may suspend all orders while any amount is overdue.

## 7. Delivery, costs and risk

Delivery dates are estimates unless expressly confirmed as fixed in writing. Partial deliveries are permitted. Seller is not liable for delay caused by suppliers, carriers, customs or force majeure.

Unless otherwise agreed, transport is arranged to the stated delivery address and charged as confirmed. Risk transfers when the goods are handed to the first carrier. Title transfers only as stated in clause 11.

The customer bears import duties, clearance costs and local taxes outside the Netherlands unless expressly agreed otherwise.

## 8. Inspection and complaints

The customer must inspect quantity, identity, visible damage and obvious defects immediately. Transport damage must be noted with the carrier. Visible issues must be reported in writing within 5 working days after delivery; hidden defects within 5 working days after discovery.

A complaint must identify the order, article, quantity, batch where available, defect and supporting photographs or test results. Use or processing after discovery may affect the available remedy.

## 9. Cancellation and returns

Business customers have no statutory cooling-off right. Cancellation or return is possible only with Seller's prior written approval and an RMA reference.

Approved returns must be unused, complete, undamaged and in original packaging. Seller may deduct inspection, transport, repackaging and restocking costs. Custom, specially sourced, configured, opened electrical, obsolete or non-stock products are non-returnable unless defective.

## 10. Warranty and remedies

Seller warrants that goods conform materially to the written order confirmation at delivery. Manufacturer warranty terms apply where provided. Warranty does not cover normal wear, misuse, incorrect storage, incorrect installation, modification, overload, contamination or use outside specifications.

For a valid claim, Seller may at its option repair, replace, redeliver, credit or refund the affected goods. No third-party repair or recall costs are reimbursed without prior written approval.

## 11. Retention of title

Seller retains title to all delivered goods until all claims arising from the commercial relationship, including interest and costs, have been paid in full. Until then the customer must keep goods identifiable, insured and separate where reasonably possible.

The customer must immediately inform Seller of attachment, insolvency or third-party claims and permit Seller to recover unpaid goods where legally allowed.

## 12. Liability

Seller is not liable for indirect or consequential loss, including lost profit, production stoppage, recall costs, lost contracts or reputational damage. Seller's aggregate liability is limited to the net invoice value of the affected goods, or the amount paid by its liability insurer if higher.

These limitations do not apply to liability that cannot legally be excluded, or to loss caused intentionally or by deliberate recklessness of Seller's senior management. The customer must maintain appropriate testing, traceability, stock and business-continuity measures.

## 13. Force majeure

Force majeure includes events beyond reasonable control, such as supplier failure, insolvency in the supply chain, shortage, transport disruption, cyber incident, epidemic, fire, flood, war, sanctions, government action, energy interruption or industrial action.

Seller may suspend performance for the duration of the event and may terminate the affected part without damages if performance remains impracticable for more than 60 days.

## 14. Intellectual property and references

Seller or its licensors retain all rights in website content, photographs, data, CR article logic, documents and drawings. The customer may use supplied technical documents only for evaluation, installation and use of the purchased goods.

Third-party names and article numbers remain the property of their owners and do not imply affiliation unless expressly stated.

## 15. Export control and sanctions

The customer must comply with export-control, sanctions, customs and end-use laws. Goods may not be supplied to prohibited persons, territories or uses. Seller may request end-user information and suspend or cancel where compliance is uncertain.

## 16. Data protection

Seller processes business contact and order data as described in the ConnectorRoute Privacy Statement. The customer confirms it may lawfully provide the personal data contained in an order.

## 17. Governing law and disputes

Dutch law applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The courts of the Midden-Nederland District Court, Utrecht location, have exclusive jurisdiction, without limiting Seller's right to seek payment or urgent relief elsewhere where permitted.

## 18. Interpretation and changes

If a provision is invalid, the remaining provisions remain effective and the invalid provision is replaced by a valid provision closest to its commercial purpose. The English version governs; translations are provided for convenience.

The version supplied or made downloadable before the contract applies to that contract. Later changes do not alter an existing contract unless agreed.

The English version governs in case of interpretation differences.