

Supplementary Delivery & Sales Terms – Speedline

Version 12-03-2025

These supplementary delivery and sales terms apply exclusively to distributors of Speedline products and govern specific rights and obligations relating to the use of the brand name, product procurement, and market integrity. For all transactions, the general terms and conditions of sale of SIG Nederland B.V. remain applicable, as outlined in Clause 8.

1. Definitions

For the purpose of these terms:

- a. **Supplier:** SIG Nederland B.V., established and having its registered office at Industrieweg 17, 5145 PD Waalwijk, the Netherlands, registered with the Dutch Chamber of Commerce under number 18029601, owner of the Speedline brand.
- b. **Distributor:** Any company or legal entity that purchases products from the Supplier for the purpose of B2B resale.
- c. **Speedline:** The brand name, products, and corporate identity as manufactured and supplied by the Supplier.
- d. **Intellectual Property Rights:** All rights to the name, logo, visual identity, and other trademarks associated with the Speedline brand.

2. Use of Brand Name and Logo

- a. The Distributor is granted a non-exclusive, non-transferable, and revocable right to use the Speedline brand name and logo solely for the promotion and sale of products supplied by the Supplier.
- b. Use of the brand name and logo must at all times comply with the Supplier's corporate identity guidelines and may not damage the brand image or reputation of Speedline.
- c. Any changes to the brand name, logo, or corporate identity are only permitted with prior written approval from the Supplier.
- d. Advertising, online publications, or other commercial communications using the brand name or logo must be submitted to the Supplier for prior approval. If desired, SIG Benelux may support the Distributor with marketing activities.
- e. The Distributor shall not make misleading or false claims regarding the origin, quality, or characteristics of the products.
- f. Use of the brand name and logo is permitted exclusively for products purchased directly from the Supplier. Use in combination with third-party products or other brands is not allowed, unless agreed in writing.

3. Non-Circumvention & Direct Procurement

- a. The Distributor agrees not to make direct or indirect contact with the original manufacturer of the Speedline products of the Supplier, whether directly or through third parties. All communications and orders regarding these products must be conducted exclusively through the Supplier. This clause applies throughout the duration of the collaboration.
- b. The Distributor is not permitted to procure Speedline products or similar products, either directly or indirectly, from the manufacturer or other suppliers, whether under the existing brand name, an alternative name, or private label. This clause applies for the duration of the collaboration and remains in effect for a maximum of 12 months following termination, unless agreed otherwise in writing.
- c. In the event of a breach of this prohibition, the Distributor shall owe an immediately payable penalty of €2,500 per violation, without prejudice to the Supplier's right to claim additional compensation for demonstrable damages. The amount of the penalty shall be determined in accordance with principles of reasonableness and fairness.

4. Termination of Right to use

- a. If the Distributor terminates the collaboration or breaches these terms, the right to use the brand name and logo shall expire on a date to be agreed upon with the Supplier.
- b. If the Supplier terminates the collaboration or breaches these terms, the Distributor retains the right to use the brand name and logo for up to six months following termination.
- c. Upon termination or breach by the Supplier, the Distributor's right to use the brand name and logo shall expire six months after termination.
- d. The Supplier reserves the right to take legal action and claim damages in the event of unauthorized use.

5. Liability & Enforcement

- a. The Supplier reserves the right to monitor compliance with these terms at any time.
- b. Violations may result in the immediate suspension of deliveries.

6. Governing Law & Disputes

- a. Op deze voorwaarden is Nederlands recht van toepassing.
- b. Geschillen zullen in eerste instantie in overleg worden opgelost; indien dit niet lukt, zal de bevoegde rechtbank van Zeeland-West-Brabant, locatie Breda, exclusief bevoegd zijn.

7. Market Integrity & Suspension of Deliveries

- a. The Distributor undertakes to maintain market integrity by applying pricing that does not constitute unfair competition.
- b. Should the Distributor apply pricing that disrupts the market or damages the brand's reputation, the Supplier reserves the right to immediately suspend deliveries.
- c. The Supplier is not liable for any damages suffered by the Distributor as a result of such suspension.

8. Price communication

- a. Prices for the upcoming calendar year will be communicated by 1 December.
- b. Interim price changes will be communicated no later than two weeks prior to taking effect.

9. Relation to SIG Benelux General Terms and Conditions of Sale

These supplementary terms are inseparably linked to the general terms and conditions of sale of SIG Nederland B.V.

- a. The general terms and conditions of sale of SIG Nederland B.V. remain fully in force and prevail in all transactions.
- b. In the event of a conflict between these supplementary terms and the general terms and conditions of SIG Nederland B.V., the latter shall prevail unless otherwise agreed in writing.
- c. By placing an order and purchasing Speedline products, the Distributor agrees to both these supplementary terms and the general terms and conditions of SIG Nederland B.V.

10. Publicity and Communication

- a. SIG reserves the right to publish the Distributor's information (such as company name, logo, and other relevant data) on the Speedline website, social media, newsletters, and other communication channels.
- b. By using SIG's products and services, the Distributor tacitly agrees to such publication.