



General terms and conditions

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General Terms and Conditions Reuzado Version 1.8

Article 1 Applicability, Definitions

1. These terms and conditions apply to all offers and to all agreements for the sale and purchase of products and/or the provision of services by the relevant entity of Reuzado that uses and has declared these conditions applicable, hereinafter referred to as “the user.”
2. The purchaser of goods or recipient of services provided by the user shall hereinafter be referred to as “the counterparty.”
3. The user and the counterparty are jointly referred to as “the parties” and individually as “the party.”
4. In these general terms and conditions, “in writing” means: by letter, by email, or by any other method of (electronic) communication that, given the state of technology and prevailing practices in society, can be deemed equivalent thereto.
5. The potential inapplicability of (part of) a provision of these general terms and conditions shall not affect the applicability of the remaining provisions. If any provision of the agreement is null and void or annulled, the other provisions of the agreement shall remain fully in force. The parties shall replace the null and void or annulled provision with a new provision that reflects the intent and purpose of the original provision as closely as possible.
6. These general terms and conditions also apply to follow-up orders and partial orders resulting from the agreement.
7. If the user has already provided the counterparty with these general terms and conditions on multiple occasions, a continuing commercial relationship shall be deemed to exist. In that case, the user is not required to provide the terms and conditions each time anew for them to apply to subsequent agreements.

Article 2 Formation of Agreements

1. An agreement is formed when the counterparty accepts an offer made by the user, even if such acceptance deviates on minor points from the offer. However, if the acceptance by the counterparty deviates on essential points from the offer, the agreement shall only be concluded if the user expressly agrees to these deviations in writing.
2. If the counterparty places an order or submits an assignment without a preceding offer from the user, the user is only bound by such order or assignment after confirming it in writing to the counterparty.
3. The user is only bound by oral agreements after confirming them in writing to the counterparty, or once the user has commenced performance of those agreements without objection from the counterparty.
4. Supplements to or modifications of these general terms and conditions and/or the agreement are only binding on the user after being confirmed in writing to the counterparty.
5. The application of Sections 227b(1) and 227c of Book 6 of the Dutch Civil Code is excluded.

Article 3 Offers, Quotations, Prices

1. All offers and quotations made by the user are non-binding and valid for a period of 30 days from the date of the quotation, unless a different acceptance period is stated. The user is not obligated to accept any acceptance received after this period, but may still choose to do so, in which case the agreement will be concluded.
2. The prices stated in offers and quotations are exclusive of VAT and any additional costs, such as transport, shipping, administrative fees, and third-party charges.
3. A combined price quotation does not oblige the user to deliver part of the goods or services included in the offer at a proportional part of the stated price.
4. If the offer is based on data provided by the counterparty, and such data proves to be inaccurate or incomplete, or if they change afterwards, the user is entitled to adjust the prices and/or delivery times accordingly.
5. Offers, quotations, and prices do not automatically apply to repeat or subsequent orders.
6. Samples and models shown or provided, as well as statements of color, dimensions, weights, and other descriptions in brochures, promotional materials, and/or on the user's website, are as accurate as possible but serve only as indicative references. No rights may be derived from them by the counterparty.
7. The samples and models referred to in the previous paragraph remain the property of the user and must be returned to the user upon first request and at the counterparty's expense.
8. If cost-increasing factors arise for the user between the date of the agreement and its execution—such as legal or regulatory changes, currency fluctuations, or price changes by third parties or suppliers—the user is entitled to increase the agreed price accordingly and charge this to the counterparty.
9. If the counterparty has a recurring payment obligation, the user is entitled to increase the agreed fees annually—starting in January of the year following the start of the agreement (unless another date is specified in the agreement)—by a percentage not exceeding, at the user's discretion, the Consumer Price Index or Services Price Index (based on the average of the previous year or a specific month), as published by the Dutch Central Bureau of Statistics (CBS). The user may apply such changes retroactively, provided the user informs the counterparty of the adjustment no later than July of the applicable year. In the event of a price reduction, the counterparty has no right to terminate the agreement.

Article 4 Performance of Services

1. The user shall execute the agreement to the best of their knowledge and ability and in accordance with the standards of good craftsmanship, based on the state of science and technology known in the Netherlands at the time.
2. The user shall determine the method of performance of the agreement, unless explicitly agreed otherwise in writing between the parties.
3. The user is not liable for any damage, of any kind, resulting from the user acting on the basis of incorrect and/or incomplete information provided by the counterparty, unless the user should have been aware of such inaccuracies or incompleteness.
4. The user has the right to engage third parties for the performance of the agreement. Any costs associated with this shall only be borne by the counterparty if previously agreed.

5. If the counterparty has reserved for itself the delivery of certain materials and/or the performance of certain components of the work, the counterparty is responsible for the timely supply and/or execution thereof.
6. The counterparty shall ensure that all data and approvals which the user indicates are necessary—or which the counterparty should reasonably understand to be necessary—for executing the agreement are provided to the user in a timely manner. If the required data and approvals are not provided in time, the user is entitled to suspend the performance of the agreement and/or charge the counterparty for any additional costs incurred due to the delay at the user's standard rates.
7. If the commencement or continuation of the work is delayed due to factors attributable to the counterparty, the counterparty shall compensate the user for any resulting damages and costs.
8. If the user or third parties engaged by the user perform work at the counterparty's site or another location designated by the counterparty, the counterparty shall provide, free of charge, all facilities reasonably required by such personnel.
9. The counterparty shall ensure that the user has timely access to:
 - the building where the work is to be performed;
 - sufficient space for delivery, storage, and/or removal of materials and equipment;
 - connection points for electrical equipment.
10. The counterparty indemnifies the user against any third-party claims for damage arising in connection with the execution of the agreement and attributable to the counterparty.
11. The user may increase the agreed price if, during execution, it becomes clear that the originally agreed or anticipated scope of work is exceeded by 10% or more, such that it would be unreasonable to expect the user to carry out the agreed work at the original price.
12. The user may pass on price increases occurring after three months if, between the time of the offer or quotation and the execution/delivery, cost increases of more than 10% occur relating to, for example, social charges, VAT, exchange rates, wages, raw materials, semi-finished products, or packaging materials.

Article 5 Obligations of the Counterparty

1. The counterparty shall ensure that all data required for the performance of the agreement is provided to the user in a timely manner and in the manner requested by the user, and that such data is accurate and complete.

Article 6 Delivery, Delivery Periods

1. Agreed delivery periods shall never be considered as strict deadlines. If the user fails to fulfil their delivery obligations under the agreement in full or on time, the counterparty must issue a written notice of default, granting the user a reasonable period to still fulfil their obligations.
2. The user is entitled to deliver in partial shipments, with each partial delivery being invoiced separately by the user.

3. Shipment and/or transport of the ordered goods shall be carried out in a manner determined by the user, but at the expense and risk of the counterparty. The user is not liable for any damage of any kind – whether to the goods themselves or otherwise – related to the shipment and/or transport.
4. If, due to a cause within the risk sphere of the counterparty, it is not possible to deliver the goods (in the agreed manner) or if the goods are not collected, the user shall be entitled to store the goods at the expense and risk of the counterparty. Unless explicitly agreed otherwise in writing by the user, the counterparty must enable the user to deliver or collect the goods within one (1) month after notification of storage.
5. If the counterparty fails to comply with the obligation to take delivery after the period stated in paragraph 4 of this article, they shall be in default immediately. The user then has the right to terminate the agreement in whole or in part, without judicial intervention and with immediate effect, by means of a written notice and to sell the goods to third parties. The user shall not be liable for any resulting damage, costs, or interest.
6. The foregoing does not affect the counterparty's obligation to compensate for any (storage) costs, delay damages, transportation costs, loss of profit, or other damage.
7. The user shall not be obliged to commence delivery of the goods until all necessary information and any agreed (advance) payment has been received from the counterparty. If this causes a delay, the delivery period will be extended proportionally.

Article 7 Packaging

1. If goods are delivered by the user in packaging intended for multiple uses, such packaging shall remain the property of the user. The counterparty is not permitted to use this packaging for any purpose other than its intended use.
2. The user is entitled to charge the counterparty a fee for this packaging. If the packaging is returned carriage paid within the agreed term, the user is obliged to take back the packaging and will refund the charged fee to the counterparty.
3. If the packaging is damaged, incomplete, or lost, the counterparty shall be liable for the resulting damage and shall forfeit their right to a refund of the packaging fee.
4. If the damage referred to in paragraph 3 exceeds the charged fee, the user shall be entitled to refuse the return of the packaging. In such case, the user may charge the counterparty the cost price of the packaging, less the previously paid fee.
5. If packaging is intended for single use only, the user is not required to take it back and is entitled to leave such packaging with the counterparty. Any costs associated with the disposal of this packaging shall be borne by the counterparty.

Article 8 Complaints and Returns

1. The counterparty is obliged to inspect the delivered goods immediately upon receipt and to report any visible defects, damage, faults and/or discrepancies in quantity on the delivery note or accompanying documentation. If no delivery note or accompanying document is present, such defects must be reported to the user in writing within 24 hours of receipt.
2. All other complaints must be reported to the user in writing immediately upon discovery, and no later than within the agreed warranty period. Any consequences of failing to report complaints promptly shall be borne by the counterparty. If no specific warranty period has been agreed, a period of one (1) year from the date of delivery shall apply.
3. If a complaint is not reported to the user within the timeframes stated in the previous paragraphs, the goods shall be deemed to have been delivered in good condition and in

accordance with the agreement. In that case, no appeal to any agreed warranty shall be possible.

4. Ordered goods are delivered in the wholesale packaging available at the user. Minor deviations in stated sizes, weights, quantities, or colours, as commonly accepted in the industry, do not constitute non-conformity by the user and are not grounds for complaints or warranty claims.
5. Complaints shall not suspend the counterparty's payment obligation.
6. The counterparty must allow the user to investigate the complaint and provide all relevant information required. If returning goods is necessary for the complaint to be investigated, the return shall be at the counterparty's expense and risk, unless the complaint is later deemed justified.
7. All returns must be sent in the original packaging or wrapping and in a manner specified by the user.
8. No complaints shall be accepted for imperfections or characteristics inherent to natural materials used in the products, if such imperfections or characteristics are inherent to the nature of those materials.
9. No complaints shall be accepted regarding discolouration or minor colour deviations between items.
10. No complaints shall be accepted regarding items that have been altered in nature and/or composition after receipt by the counterparty, have been (partially) processed or handled, or are no longer in their original packaging.

Article 9 Warranties for New Equipment

1. The user shall ensure that the agreed deliveries are carried out properly and in accordance with the applicable standards within the industry, but provides no further warranty beyond what has been explicitly agreed between the parties.
2. The user guarantees the usual normal quality and soundness of the delivered goods during the warranty period.
3. If a warranty has been issued by the manufacturer or supplier for goods delivered by the user, such warranty shall apply equally between the parties. The user shall inform the counterparty accordingly.
4. The user does not and shall not be deemed to guarantee that the delivered goods are suitable for the purpose for which the counterparty intends to use, process or apply them, unless such suitability has been explicitly confirmed in writing by the user.
5. If a valid claim is made under the warranty provisions, the user shall, at its sole discretion, ensure either repair or replacement of the product, or a refund or reduction of the agreed purchase price. In the event of any additional damage, the provisions of the liability article of these general terms and conditions shall apply.
6. The warranty is by default a carry-in warranty, unless otherwise stated.
7. If no explicit warranty period has been agreed, a term of one (1) year from the date of delivery shall apply.

Article 10 Warranties for Refurbished Equipment

1. The refurbished and assembled equipment delivered by the user shall meet the technical specifications provided by the user, for a period of five (5) days after delivery.
2. The user provides the counterparty a warranty of thirty (30) days on repair work regarding the functionality of the equipment, unless otherwise agreed in writing between the parties.

3. A warranty claim can only be made if the counterparty reports the defect to the user within forty-eight (48) hours after discovering it, enabling the user to respond appropriately.
4. A warranty claim must be submitted in writing, accompanied by the purchase and/or repair invoice number, as well as the RMA form and number provided by the user. The counterparty must also present the purchased item to the user for inspection so the user can assess whether the defect falls under the warranty. Shipping and return shipping are always at the counterparty's expense and risk.
5. This warranty is limited to:
 - Manufacturing defects and explicitly excludes damage resulting from improper, careless, or unskilled use by the counterparty or a third party;
 - Deliveries to counterparties located in the Netherlands;
 - Repair and restoration of the item;
 - Manufacturer's warranty on parts.
6. This warranty becomes void:
 - If the goods delivered are resold by the consumer to a third party, unless explicitly agreed otherwise between the parties;
 - In case of modifications, alterations, combinations, changes, or repairs by a third party to or of the delivered item;
 - If the product is not used or maintained in accordance with the instructions for use;
 - If RID number stickers on the product have been removed or are missing.
7. As long as the counterparty has not fulfilled its obligations arising from the agreements concluded between the parties, it cannot invoke this warranty provision.

Article 11 – Risk (Transfer)

1. The risk of loss or damage to the goods delivered by the user to the counterparty under the agreement shall pass to the counterparty at the moment these goods are legally and/or factually delivered to the counterparty, or to a third party designated by the counterparty, or at the moment the goods are ready for delivery, whichever occurs first, provided the counterparty has been notified thereof in writing.
2. If the user arranges transportation of the goods that are subject to the agreement, this is entirely at the counterparty's own expense and risk. The counterparty is responsible for taking out adequate insurance.
3. Before offering an item for repair, the counterparty must back up/copy/mirror any files stored on the item. The user cannot be held liable for any loss of such files.
4. Insurance of any kind will be arranged only at the counterparty's expense and risk, and solely upon written instruction and acceptance thereof by the user. The instruction to insure must precisely describe the risks to be covered; otherwise, the instruction shall be deemed not given or not accepted. The user and/or carrier is always entitled to refuse an insurance request for valid reasons. The same applies if the user holds or stores goods on behalf of the counterparty. Without written acceptance of the insurance request by the user, the user is not obliged to arrange insurance on behalf of the counterparty. Therefore, the counterparty is primarily responsible for adequate (storage) insurance, even if the agreement includes storage or safekeeping of the counterparty's goods.

5. Acceptance or refusal of the proposed insurance risk is determined by the insurer. The user and the carrier have no control over this decision.

Article 12 – Liability

1. Except for any explicitly agreed or provided warranties, the user shall not accept any liability.
2. Without prejudice to paragraph 1 of this article, the user is only liable for direct damages. Any liability of the user for consequential damage, including but not limited to business interruption, loss of profits and/or income, delays, or personal injury, is explicitly excluded.
3. The counterparty is obliged to take all necessary measures to prevent or limit any damage.
4. If the user is liable for any damage suffered by the counterparty, the user's obligation to compensate is at all times limited to the amount paid out by the user's insurance in the specific case. If the insurer does not pay out or if the damage is not covered by the insurance, the user's liability is limited to the invoiced amount for the goods delivered.
5. The counterparty must notify the user of the damage within six (6) months of becoming aware – or reasonably should have become aware – of the damage.
6. The counterparty may not invoke any warranty, nor hold the user liable on any other grounds, if the damage has been caused by:
 - improper use or use contrary to the intended purpose of the delivered goods, or non-compliance with instructions, advice, manuals, or directions provided by or on behalf of the user;
 - improper storage of the delivered goods;
 - errors or omissions in the data provided to the user by or on behalf of the counterparty;
 - directions or instructions from or on behalf of the counterparty;
 - repairs, alterations, or modifications made to the delivered goods by or on behalf of the counterparty without the user's prior written consent.
7. In the cases mentioned in paragraph 6, the counterparty is fully liable for all resulting damage and shall indemnify the user against any claims by third parties arising from such damage.
8. The limitations of liability set forth in this article do not apply in the event of intentional misconduct or gross negligence by the user or its executive management, or where mandatory legal provisions preclude such limitations. Only in those cases shall the user indemnify the counterparty against third-party claims.

Article 13 – Payment

1. The user is entitled at all times to require (partial) advance payment or any other form of security from the counterparty for payment.
2. Payment must be made within 30 days of the invoice date, unless explicitly agreed otherwise in writing between the parties. The invoice shall be deemed correct if no objection is made within this payment term.

3. If an invoice is not paid in full after the term referred to in paragraph 2, the counterparty shall owe the user a late payment interest of 2% per month, calculated cumulatively over the principal sum. Parts of a month shall be counted as a full month.
4. If, after receiving a reminder from the user, payment is still not made, the user shall be entitled to charge extrajudicial collection costs to the counterparty.
5. The extrajudicial collection costs referred to in paragraph 4 shall amount to, for claims with a principal sum of up to €25,000.00:
 - 15% of the principal over the first €2,500.00 (with a minimum of €40.00);
 - 10% over the next €2,500.00;
 - 5% over the next €5,000.00;
 - 1% over the next €15,000.00.
6. If the principal exceeds €25,000.00, the user shall be entitled to charge the counterparty collection costs as specified in paragraph 5 over the first €25,000.00, and 10% over the excess amount.
7. For the calculation of the extrajudicial collection costs, the user is entitled to increase the principal amount after one year by the cumulative interest accrued in that year as referred to in paragraph 3.
8. If full payment by the counterparty remains outstanding, the user is entitled to suspend performance of its obligations or to terminate the agreement by written notice, without further notice of default or judicial intervention, until payment is made or sufficient security has been provided. This right of suspension also applies if the user has justified reasons to doubt the counterparty's creditworthiness even before default.
9. Any payments made by the counterparty shall first be applied to all interest and costs due, and subsequently to the oldest outstanding invoices, unless the counterparty expressly states in writing that the payment relates to a later invoice.
10. The counterparty is not entitled to offset any claims against the user's receivables. This also applies in the event the counterparty applies for (provisional) suspension of payment or is declared bankrupt.

Article 14 – Retention of Title

1. The user retains ownership of all goods delivered and yet to be delivered under the agreement until the moment the counterparty has fulfilled all its payment obligations to the user.
2. The payment obligations referred to in paragraph 1 include the payment of the purchase price for the delivered and to-be-delivered goods, increased by claims relating to services performed in connection with the delivery and claims arising from the counterparty's failure to fulfil its obligations, including compensation for damages, extrajudicial collection costs, interest, and possible penalties.
3. In the case of the delivery of identical, non-identifiable goods, each batch of goods corresponding to the oldest invoices shall be deemed sold first. Accordingly, the retention of title shall always apply to all goods delivered that are still present in the inventory, shop, and/or assets of the counterparty at the time the retention of title is invoked.
4. Goods subject to retention of title may be resold by the counterparty in the normal course of business, provided that a similar retention of title is stipulated with respect to its customers.
5. As long as the goods are subject to retention of title, the counterparty is not permitted to pledge or otherwise encumber them or to transfer actual control to a financier.
6. The counterparty is obliged to inform the user immediately in writing if third parties claim ownership or other rights to the goods subject to retention of title.

7. The counterparty must store the goods subject to retention of title with due care and ensure they are identifiable as the property of the user until all payment obligations have been met.
8. The counterparty must maintain business and/or contents insurance such that the goods subject to retention of title are always adequately insured and shall, upon request, provide the user with access to the insurance policy and proof of premium payment.
9. If the counterparty violates the provisions of this article or the user invokes its retention of title, the user and its employees shall have the irrevocable right to enter the premises of the counterparty and reclaim the goods. This is without prejudice to the user's right to claim compensation for damages, loss of profit, and interest, and to terminate the agreement by written notice without further notice of default.

Article 15 – Bankruptcy, Incapacity, etc.

1. Without prejudice to the provisions of the other articles in these general terms and conditions, the user shall be entitled to terminate the agreement, without further notice of default and without judicial intervention, by means of a written notice to the counterparty, at the moment the counterparty:
 - is declared bankrupt or a bankruptcy petition has been filed;
 - applies for (provisional) suspension of payment;
 - is subject to attachment under execution;
 - is placed under guardianship or administration;
 - otherwise loses the power of disposal or legal capacity regarding its assets or part thereof.
2. The provisions of paragraph 1 shall apply unless the receiver or administrator recognises the obligations arising from the agreement as estate debts.
3. The counterparty is at all times obliged to inform the receiver or administrator of the existence and contents of the agreement and these general terms and conditions.

Article 16 – Force Majeure

1. In the event of force majeure on the part of either the counterparty or the user, the user shall be entitled to terminate the agreement, without judicial intervention, by means of written notice to the counterparty, or to suspend the fulfilment of its obligations towards the counterparty for a reasonable period of time, without being liable for any damages.
2. In these general terms and conditions, "force majeure" on the part of the user is understood to mean: any non-attributable failure on the part of the user, third parties engaged by the user, or suppliers, as well as any serious grounds on the part of the user that prevent performance.
3. Circumstances that shall be considered as force majeure include, but are not limited to: war, riots, mobilisation, domestic and foreign unrest, government measures, strikes within the organisation of the user and/or the counterparty or threats thereof, disruption of the existing currency relations at the time the agreement was concluded, business disruptions due to fire, burglary, sabotage, prolonged telecommunications outages, natural disasters, and transport or delivery difficulties caused by weather, road blockades, accidents, etc.

4. If the situation of force majeure occurs after the agreement has already been partially performed, the counterparty is obliged to fulfil its obligations towards the user up to that point.

Article 17 – Cancellation, Suspension

1. In the event that the counterparty wishes to cancel the agreement, either prior to or during its execution, they shall owe the user compensation for damages to be determined by the user. This compensation shall include all costs already incurred by the user and any damage suffered by the user due to the cancellation, including loss of profit. The user is entitled to fix this compensation and – at its discretion and depending on the deliveries already made – charge the counterparty between 20% and 100% of the agreed price. The user is entitled to refuse any cancellation request. Article 7:408 paragraph 1 of the Dutch Civil Code shall not apply to the agreement.
2. The counterparty shall be liable towards third parties for the consequences of the cancellation and shall indemnify the user against any claims arising from such cancellation.
3. The user shall be entitled to offset all amounts already paid by the counterparty against the compensation owed by the counterparty.
4. In the event of a suspension of agreed deliveries at the request of the counterparty, all costs incurred up to that point shall become immediately due and payable, and the user shall be entitled to charge these to the counterparty. The user shall also be entitled to charge the counterparty for all costs incurred or to be incurred during the suspension period.
5. If, after the agreed suspension period, execution of the agreement cannot be resumed, the user shall be entitled to terminate the agreement, without judicial intervention, by means of written notice to the counterparty. If execution is resumed after the suspension period, the counterparty shall reimburse any costs arising from such resumption.

Article 18 – Amendments

1. The user reserves the right to amend these general terms and conditions at any time. These amendments shall take effect with respect to existing agreements one (1) month after the date on which the user has notified the counterparty of the change in accordance with the following paragraph, unless a different effective date is stated in the notice.
2. Notification of an amendment to these general terms and conditions shall take place by informing the counterparty, for example by letter, by email (for instance included in regular billing communications), or via an online account made available by the user. The notification shall state that the terms and conditions have been amended and where the amended version can be reviewed. Amendments of a minor nature and/or amendments in the counterparty's favor do not require notification.
3. During the period between notification and the effective date of the amendment, the counterparty has the right to object in writing to the intended change. The counterparty also has the right to terminate the agreement in writing with effect from the date the amendment enters into force, if the user decides to proceed with the change despite receiving an objection. The user shall inform the counterparty of such a decision in writing

before the effective date. In the absence of a written termination as described above, the counterparty shall be deemed to have accepted the amendment.

Article 19 – Applicable Law / Competent Court

1. All agreements concluded between the user and the counterparty shall be governed exclusively by Dutch law.
2. Any disputes arising from or related to the agreement shall be submitted to the competent court in the district where the user has its registered office, without prejudice to the user's right to submit the dispute to the competent court in the district where the counterparty is established.
3. If the counterparty is established outside the Netherlands, the user shall be entitled, at its sole discretion, to act in accordance with paragraph 2 of this article or to bring the dispute before the competent court in the country or state where the counterparty is established.
4. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.