****

**General Terms and Conditions of Reuzado**

**Version 1.8**

# Applicability, definitions

## These terms and conditions apply to all offers and to all purchase and sales agreements for products and/or the provision of services by the relevant entity of Reuzado that uses these terms and conditions and has declared them applicable, hereinafter referred to as "the user".

## The buyer of goods or the purchaser of the services provided by the user shall be referred to below as "the other party".

## The user and the other party shall be referred to jointly as "the parties" and each individually as "the party".

## In these general terms and conditions, "in writing" or “written” means by letter, e-mail or any other means of (electronic) communication to be equated with this in view of the state of the art and generally accepted standards.

## Any 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 should be null and void or annulled, the other provisions of the agreement shall remain in full force and effect. The parties shall replace the void or voided provisions by new provisions, which shall as much as possible be in keeping with the purpose and meaning of the void or voided provision.

## These general terms and conditions also apply to repeat orders or partial orders resulting from the agreement.

## The situation where the user has already provided the other party with these general terms and conditions several times constitutes a permanent business relationship. The user does not have to provide the general terms and conditions each time in order for them to apply to subsequent agreements.

# Conclusion of agreements

## The agreement shall have been concluded upon acceptancy by the other party of the offer made by the user, even if such acceptance deviates from the offer on minor aspects. However, if the other party's acceptance deviates from the offer on essential aspects, the agreement shall only have been concluded subject to the user’s express agreement to these deviations in writing.

## If the Other Party issues an assignment to the User or places an order with the User without a prior offer, the User shall only be bound by this assignment or order subject to the other party’s confirmation in writing.

## The user shall only be bound by verbal arrangements subject to its respective agreement to the other party in writing or as soon as the user - without objection from the other party - has started with the implementation of these arrangements.

## Any additions or amendments to the general terms and conditions or the agreement shall not be binding upon the user until they have been confirmed in writing to the other party.

## The application of sections 227b(1) and 227c of Book 6 of the Dutch Civil Code is excluded.

# Offers, quotations, prices

## All of the user’s offers or quotations are non-binding and shall be valid for 30 days from the offer date, unless they comprise a different period for acceptance. The user is not obliged to acknowledge an acceptance after the expiry of this period, however, if the user does so, the agreement will still be concluded.

## The prices stated in the offers and quotations are exclusive of VAT and any costs, such as transport costs, shipping costs, administration costs and invoices from third parties engaged.

## A compound quotation does not oblige the user to deliver part of the offer included in this quotation at a corresponding part of the price.

## If the offer is based on data provided by the other party and these data prove to be inaccurate or incomplete or change afterwards, the user shall be entitled to adjust the prices and/or delivery terms stated in the offer.

## Offers, quotations and prices do not automatically apply to repeat orders.

## Samples and models shown and/or provided, statements of colours, dimensions, weights and other descriptions in brochures, promotional material and/or on the user's website shall be as accurate as possible, but are only indicative. The other party cannot derive any rights from them.

## The samples and models referred to in the previous paragraph remain the user’s property and must be returned to the user at the other party's first request at its expense.

## If (cost) price increasing circumstances occur for the user between the date of the conclusion of the agreement and its execution as a result of legislation and regulations, currency fluctuations or price changes at the third parties or suppliers engaged by the user, etc., the user shall be entitled to increase the agreed price accordingly and charge it to the other party.

## If the agreement comprises a periodic payment obligation of the other party, the user shall be entitled to increase the agreed fees once a year - for the first time from January of the year following the year in which the agreement commenced, unless another date is specified in the agreement – by a percentage (at the user’s discretion) no higher than the Dutch CBS Consumer Price Index or Service Price Index (based on the annual average of or specific month from the previous year), most recent series, as published by the Dutch Central Statistical Office. The user shall be entitled to apply this right to adjustment retroactively each year, provided that the user announces the adjustment to the other party in such case no later than in the month of July. In the event of a price reduction, the other party shall not be entitled to terminate the agreement.

# Implementation of services

## The user shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of professional craftsmanship on the basis of the at such time current state of science in the Netherlands.

## The user shall determine the agreement method, unless otherwise expressly agreed in writing between the parties.

## The user is not liable for damage, of any type whatsoever, on account of the fact that the user relied on inaccurate and/or incomplete data provided by the other party, unless the user should have been aware of such inaccuracy or incompleteness.

## The user is entitled to engage third parties in the execution of the agreement. Any related costs shall be borne by the other party only if agreed in advance.

## If the other party has reserved the delivery of certain materials and/or the execution of certain parts of the work to itself, the other party shall be liable for any untimely delivery or untimely execution.

## The other party shall ensure that all particulars and approvals required by the user or which the other party should reasonably understand are necessary for the performance of the agreement, are provided to the user in good time. If the data and approvals required for the execution of the agreement are not provided to user in time, user shall be entitled to suspend the execution of the agreement and/or to charge the other party for the additional costs resulting from the delay in accordance with the usual rates.

## If the commencement or progress of the work is delayed due to factors, which are the other party’s responsibility, the resulting damage and costs for user shall be compensated by the other party.

## If the user or third parties engaged by the user within the scope of the assignment perform work at the other party's site or at a location designated by the other party, the other party shall provide the facilities reasonably required by those employees free of charge.

## The other party shall ensure that the user has timely access to:

1. the building where the work is to be carried out.
2. sufficient opportunity for supply, storage and/or disposal of materials and resources.
3. connection facilities for electrical equipment.

## The other party shall indemnify the user against any claims by third parties, who suffer damage with respect to the execution of the agreement and which damage is attributable to the other party.

## The user may increase the price if, during execution, the quantity of work originally agreed or expected to be carried out appears to exceed the agreed price by 10% or more, and consequently, the user cannot reasonably be expected to carry out the agreed work for the price originally agreed.

## The user may pass on price increases after 3 months, if, between the time of the offer or quotation and execution of the agreement/delivery price, changes of more than 10% occurred with regard to e.g. social security charges, turnover tax, exchange rates, wages, raw materials, semi-manufactured products or packaging materials.

# Obligations of the other party

## The other party must make sure to provide the user with all the particulars required for the execution of the agreement in time and in the manner desired by the user, and that these data are accurate and complete.

# Delivery, delivery terms

## Agreed terms of delivery may never be regarded as deadlines. If the user fails to fulfil its delivery obligations under the agreement or fails to do so in time, it must be held in default in writing by the other party, whereby it shall be granted a reasonable term to still fulfil its delivery obligations.

## The user is entitled to deliver in parts, whereby each partial delivery may be invoiced separately by the user.

## Dispatch and/or transport of the ordered goods shall take place in a manner to be determined by the user, yet at the expense and risk of the other party. The user is not liable for any damage, of any type whatsoever - whether or not to the goods themselves - related to the shipment and/or transport.

## If, due to a cause within the other party’s control, it turns out that it will not be possible to deliver the goods (in the agreed manner) to the other party or if the goods are not collected, the user shall be entitled to store the goods at the expense and risk of the other party. Unless the user has explicitly set a different term in writing, the other party must enable the user to deliver the goods within 1 month after notification of the storage i.e. the other party must as yet collect the goods within this term.

## If the other party remains in default of its obligation to take delivery after the expiry of the term mentioned in paragraph 4 of this article, it shall immediately be in default. The user shall then be entitled to dissolve the agreement in full or in part with immediate effect, without court intervention, through a written statement, and to sell the goods to third parties without any obligation arising for the user to compensate for any damage, costs and interest.

## The foregoing shall not affect the other party's obligation to compensate any (storage) costs, loss due to delay, transport costs, loss of profit or other loss.

## The user cannot be obliged to start delivery of the goods before it has received all necessary data and any agreed (advance) payment from the other party. If this causes a delay, the delivery periods shall be extended proportionally.

# Packaging

## If the goods are delivered by the user in packaging intended for multiple use, the packaging shall remain the property of the user. This packaging may not be used by the other party for purposes other than the purpose for which it is intended.

## The User shall be entitled to charge the other party a fee for the packaging. If the Other Party returns the packaging carriage paid within the agreed period, the user shall be obliged to take back the packaging and the User shall refund the fee charged to the Other Party.

## If any packaging has been damaged, is incomplete or has gone lost, the other party shall be liable for such damage and its right to reimbursement shall lapse.

## If the damage referred to in paragraph 3 of this article exceeds the fee charged, the user shall be entitled not to take back the packaging. The user may in that case charge the other party for the packaging at cost price, less the fee paid by the other party.

## If the packaging is intended to be used only once, the user need not take back the packaging and shall be entitled to leave the packaging with the other party. Any costs for disposing of the packaging shall in that case be for the other party's account.

# Complaints and return shipments

## The other party shall be obliged to check the delivered goods immediately upon receipt and to state any visible defects, faults, damage and/or deviations in numbers on the waybill or accompanying note. In the absence of a waybill or accompanying note, the other party must report the defects, faults, etc. to the user in writing within 24 hours of receiving the goods.

## The user must be notified of other complaints in writing immediately after discovery - yet no later than within the agreed guarantee period. All consequences of failure of immediate notification are at the other party's risk. If no explicit guarantee period has been agreed, a period of 1 year after delivery shall apply.

## If a complaint has not been reported to the user within the periods mentioned in the previous paragraphs, the goods shall be deemed to have been received in good condition and to comply with the agreement. In such case, no appeal will be open to any agreed guarantee.

## Goods ordered shall be delivered in the wholesale packaging that are in stock at the user. Minor deviations accepted in the sector with regard to sizes, weights, quantities, colours, etc. do not apply as a shortcoming on the part of the user. No guarantee claims shall be accepted in this respect.

## Filing complaints does not suspend the other party's payment obligation.

## The other party must enable the user to investigate the complaint and hereto provide the user with all information relevant to the complaint. If return shipment is required to investigate the complaint, the return shipment shall take place at the expense and risk of the other party, unless the complaint turns out to be justified afterwards.

## In all cases, the goods will be returned in a manner to be determined by the user and in the original packaging.

## Complaints cannot be filed regarding imperfections in or properties of products manufactured from natural materials, if these imperfections or properties are inherent to the nature of these materials.

## Complaints cannot be filed regarding discolouration and minor colour deviations between them.

## Complaints cannot be filed regarding goods which, after receipt by the other party, have changed with regard to their nature and/or composition or have been fully or partly processed or are no longer in their original packaging.

# Guarantees for new equipment

## The user shall ensure that the agreed deliveries are carried out properly and in accordance with the standards applicable in its line of business, however, shall never provide a more extensive guarantee in this respect than the guarantees expressly agreed between the parties.

## During the guarantee period, the user guarantees the usual normal quality and soundness of the delivered goods.

## If a guarantee has been issued by the manufacturer or supplier for the goods delivered by the user, that guarantee shall apply equally between the parties. The user shall inform the other party accordingly.

## The user does not guarantee and shall never be deemed to have guaranteed that the items delivered are suitable for the purpose for which the other party wants to treat, process, use them or cause them to be used, unless it has expressly confirmed this to the other party in writing.

## In case the other party rightly invokes the guarantee provisions, the user shall organize repair or replacement of the item free of charge or shall refund or reduce the agreed purchase price at the discretion of the user. In case of any additional damage, the provisions of the liability article included in these general terms and conditions shall apply.

## The guarantee is a carry-in guarantee as a standard, unless stated otherwise.

## If no explicit guarantee period has been agreed, a period of 1 year after delivery shall apply.

# Guarantees for refurbished equipment

## The equipment processed and assembled by the user shall comply with the technical specifications given by the user for 5 days after delivery.

## With regard to the operation of the equipment on repair, the user shall provide the other party with a guarantee of 30 days, unless the parties have agreed otherwise in writing.

## This guarantee can only be invoked if the other party reports the defect to the user within 48 hours after its discovery to enable the other party to respond adequately.

## A guarantee claim must be made in writing, accompanied by the purchase invoice and/or repair invoice number and the RMA form including the number provided by the user. The other party must also present the purchased item to the user for inspection, to enable the user to investigate whether the defect is covered by the guarantee. Shipment and return always take place at the expense and risk of the other party.

## This guarantee is limited to:

1. manufacturing defects and therefore does not include damage resulting from improper, negligent or inexpert use by the other party or a third party.
2. deliveries to other parties in the Netherlands.
3. repair and rectification of the item.
4. manufacturer's guarantee of the parts.

## This guarantee shall be void:

1. upon resale by the consumer to a third party of the delivered goods, unless the parties have expressly agreed otherwise.
2. in case of processing, modification, amalgamation, alteration or repair by a third party to or of the delivered goods.
3. in case the delivered product is not used or maintained in accordance with the instructions for use.
4. in case the product's RID number stickers have been removed or are missing.

## As long as the other party has not fulfilled its obligations arising from the agreements concluded by the parties, it cannot invoke this guarantee provision.

# Risk (transition)

## The risk of loss of or damage to the goods delivered by the user to the other party under the agreement shall pass to the other party from the moment these goods are legally and/or effectively delivered to the other party and thereby brought under the control of the other party or a third party to be designated by the other party, or from the moment the goods are ready for delivery, all this after the other party has been notified with respect to this in writing.

## Any transport of the goods, which are the subject of the agreement, arranged by the user shall take place entirely at the other party's expense and risk. The other party must ensure proper insurance.

## The other party must, before presenting an item for repair, make a backup/copy/back-up files of the files located in the item. The user cannot be held responsible for loss of such files.

## Insurance of any kind shall only be taken out for the account and at the risk of the other party and only after a written order and written acceptance by the user. The order for the insurance must accurately state the risks to be insured against, otherwise the order will be considered not given or not accepted. The user or carrier will always be entitled to refuse an order for taking out an insurance for compelling reasons. The above applies mutatis mutandis if the user stores goods for the purpose of the other party. Without written acceptance by the user of an assignment by the other party to take out insurance, the user shall not be obliged to take out insurance for the other party. The other party shall therefore in principle be obliged to arrange for adequate (storage) insurance, even if the agreement includes storage or keeping goods of the other party.

## Acceptance or refusal of the risk offered shall be done by the insurer. The user and the carrier shall have no say in this.

# Liability

## The user does not accept any liability other than the guarantees explicitly agreed upon or given by the user,.

## Without prejudice to the provisions of paragraph 1 of this article, the user shall only be liable for direct damage. Any liability of the user for consequential damage, such as trading loss, loss of profits and/or losses suffered, damage caused due to delay and/or personal or bodily injury, is expressly excluded.

## The other party shall implement all measures necessary to prevent or limit the damage.

## If the user is liable for damage suffered by the other party, the user's obligation to pay compensation shall at all times be limited to no more than the amount paid by its insurer in the relevant case. In case the user's insurer does not pay or the damage is not covered by any insurance taken out by the user, the user's obligation to pay compensation shall be limited to no more than the invoice amount for the goods delivered.

## The other party must hold the user liable for the damage suffered by him no later than 6 months after it became aware or could have become aware of such damage.

## The other party may not invoke the guarantee or hold the user liable on any other grounds if damage has occurred:

1. due to improper use or use contrary to the intended purpose of the delivered product or the instructions, advice, directions for use, leaflets, etc. provided by or on behalf of the user;
2. due to improper preservation (storage) of the delivered goods;
3. due to errors or omissions in the data provided to the user by or on behalf of the other party;
4. due to directions or instructions from or on behalf of the other party;
5. because repairs and/or other work or operations have been carried out on the delivered goods by or on behalf of the other party, without the express prior consent of the user.

## In the cases listed in paragraph 6 of this article, the other party is fully liable for all resulting damage and explicitly indemnifies the user against all third-party claims for compensation of this damage.

## The limitations of liability included in this article do not apply if the damage is due to intent and/or conscious recklessness on the part of the user or its managerial staff at board level or if mandatory statutory provisions dictate otherwise. Only in these cases the user shall indemnify the other party against any third-party claims in respect of the other party.

# Payment

## The user shall at all times be entitled to demand (partial) advance payment or any other security for payment from the other party.

## Payment must be made within the due date of 30 days from the invoice date, unless the parties have expressly agreed otherwise in writing. The validity of an invoice is established if the other party has not objected to it within this payment period.

## If an invoice has not been paid in full after expiry of the period referred to in paragraph 2, the other party shall owe the user default interest to the amount of 2% per month, to be calculated cumulatively on the principal sum. Parts of a month shall apply as full months.

## If payment is still not made after a reminder by the user, the user shall moreover be entitled to charge the other party extrajudicial collection costs.

## For claims with a principal sum of up to € 25,000, the extrajudicial collection costs referred to in paragraph 4 amount to:

1. 15% of the amount of the principal sum on the first €2,500 of the claim (with a minimum of €40);
2. 10% of the amount of the principal sum on the next €2,500 of the claim;
3. 5% of the amount of the principal sum on the next €5,000 of the claim;
4. 1% of the amount of the principal sum on the next €15,000 of the claim.

## If the principal sum exceeds € 25,000, the user shall be entitled to charge the other party extrajudicial collection costs in accordance with paragraph 5 of this article on the first € 25,000 and to charge the other party extrajudicial collection costs to the amount of 10% on the excess amount.

## With respect to the calculation of the extrajudicial collection costs, the user is entitled to increase the principal sum of the claim after expiry of 1 year with the cumulative default interest accrued in that year in accordance with paragraph 3 of this article.

## If the other party fails to pay in full, the user shall be entitled to dissolve the agreement through a written statement, without further notice of default or court intervention, or to suspend its obligations under the agreement until payment has been made or the other party has provided proper security with respect to this. The user shall also have the aforementioned right of suspension if, even before the other party is in default of payment, it has valid reasons to doubt the other party's creditworthiness.

## Payments made by the other party shall first be used by the user to settle all interest and costs due and subsequently to settle the due and payable invoices that have been outstanding the longest, unless the other party explicitly states in writing upon payment that the payment relates to a later invoice.

## The other party shall not be entitled to offset any claims from the user against any counterclaims it has against the user. This provision also applies if the other party applies for (provisional) suspension of payment or is declared bankrupt.

# Retention of title

## The user retains of the title to all goods delivered and to be delivered under the agreement until the other party has fulfilled all its payment obligations in respect of the user.

## The payment obligations referred to in paragraph 1 comprise payment of the purchase price of the goods delivered and still to be delivered, plus claims in respect of work carried out with regard to the delivery and claims for attributable failure by the other party to fulfil its obligations, including payment of damages, extrajudicial collection costs, interest and any penalties.

## With respect to the delivery of identical, non-indivisible goods, the batch of goods relating to the oldest invoices shall always be deemed to have been sold first. The retention of title therefore always applies in any case to all delivered goods which are still in stock, shop and/or inventory of the other party at the time the retention of title is invoked.

## Goods subject to a retention of title may be resold by the other party in the ordinary business proceedings, provided that he has also stipulated retention of title on the delivered goods with respect to his customers.

## As long as the delivered goods are subject to a retention of title, the other party shall not be authorised to pledge these goods in any way or to bring them under the effective control of a financier.

## The other party shall be obliged to inform the user immediately in writing if third parties claim to have ownership or other rights to the goods subject to a retention of title.

## The other party is obliged to keep the goods that are subject to a retention of title with all due care and as the user’s identifiable property until it has fulfilled all its payment obligations in respect of the user.

## The other party must arrange for business insurance and/or contents insurance such that the goods delivered under retention of title are also insured at all times and shall allow the user inspection of the insurance policy and the corresponding premium payment receipts on demand.

## If the other party acts contrary to the provisions of this article or the user invokes the retention of title, the user and its employees shall have the irrevocable right to enter the other party's premises and take back the items delivered under retention of title, without prejudice to the user's right to compensation for damage, lost profit and interest and the right to dissolve the agreement without further notice of default, through a written statement.

# Bankruptcy, lack of power of disposition, etc.

## Without prejudice to the provisions of the other articles of these general terms and conditions, the user shall be entitled to dissolve the agreement, without further notice of default and without court intervention, through a written statement to the other party, from the moment the other party:

1. is declared bankrupt or a petition for its bankruptcy has been filed;
2. applies for (provisional) suspension of payments;
3. is affected by foreclosure;
4. is placed under legal restraint or administration;
5. otherwise loses the power of disposal or legal capacity in respect of its assets or parts thereof.

## The provisions of paragraph 1 of this article shall apply, unless the receiver or the administrator recognises the obligations arising from the agreement as a debt of the estate.

## The other party is at all times obliged to inform the receiver or administrator of the (contents of the) agreement and these general terms and conditions.

# Force majeure

## In the event of force majeure on the part of the other party or the user, the user shall be entitled to dissolve the agreement without court intervention through a written statement to the other party or to suspend the fulfilment of its obligations in respect of the other party for a reasonable period of time without being obliged to pay any compensation.

## For the purposes of these general terms and conditions, force majeure on the part of the user shall mean: a non-attributable failure on the part of the user, third parties or suppliers engaged by the user or other serious reasons on the part of the user.

## Circumstances involving force majeure shall include: war, riots, mobilisation, domestic and foreign riots, government measures, strikes within the user's and/or the other party's organisation or the situation where these are imminent and similar circumstances, disruption of currency rates existing at the time of the conclusion of the agreement, business interruptions due to fire, burglary, sabotage, prolonged telecommunication failures, natural phenomena, etc. circumstances, disruption of the exchange rates existing at the time the agreement was entered into, business interruptions due to fire, burglary, sabotage, long-term failure of telecommunications, natural phenomena, etc. as well as transport difficulties and delivery problems caused by weather conditions, road blocks, accidents, etc.

## If the force-majeure situation occurs when the agreement has already been partly performed, the other party shall be obliged to fulfil its obligations in respect of the user up to that time.

# Cancellation, suspension

## If the other party wishes to cancel the agreement prior to or during its execution, it shall owe the user damages to be determined by the user. This compensation shall include all costs already incurred by the user and its damage resulting from the cancellation, including loss of profit. The user shall be entitled to establish the aforementioned compensation and - at its discretion and depending on the deliveries already made - charge the other party 20% to 100% of the agreed price. User shall be entitled to refuse a request for cancellation. Book 7, Section 408(1) of the Dutch Civil Code shall not apply to the agreement.

## The other party shall be liable to third parties for the consequences of the cancellation and shall indemnify the user for resulting claims by these third parties.

## The user shall be entitled to offset all amounts already paid by the other party against the compensation owed by the other party.

## Upon suspension of the agreed deliveries at the request of the other party, all costs incurred at such time shall be immediately due and payable and the user shall be entitled to charge these to the other party. The user shall moreover be entitled to charge the other party for all costs incurred or to be incurred during the suspension period.

## If the execution of the agreement cannot be resumed after the agreed suspension period, the user shall be entitled to dissolve the agreement, without court intervention, through a written statement to the other party. In case the execution of the agreement is resumed after the agreed suspension period, the other party shall be obliged to reimburse any costs of the user resulting from this resumption.

# Amendments

## The user shall be entitled to amend these general terms and conditions at any time. With regard to existing agreements, these amendments shall take effect one (1) month after the day on which the user has communicated the amendment to the other party in accordance with the following paragraph, unless a different effective date is stated in the announcement.

## An amendment to these general terms and conditions shall be announced through a notification to the other party, e.g. by letter, by e-mail (e.g. attached to the periodic invoicing notification) or through an online account of the other party provided by the user. The notification shall state that the terms and conditions have been amended and where the other party can consult the amended terms and conditions. Amendments of minor relevance and/or amendments that benefit the other party do not require notification.

## During the period between publication and the moment the amendment takes effect, the other party shall be entitled to submit a written objection to the user against the intended amendment. The other party shall be entitled to cancel the agreement in writing by the time the amendment takes effect if, in the event an objection is received, the user still decides to implement the intended amendment, which the user shall then notify the other party of in writing before the time the amendment takes effect. In the absence of cancellation as referred to above, the other party shall be deemed to have agreed to the amendment.

# Applicable law/competent court

## The agreement concluded between the user and the other party is exclusively governed by Dutch law.

## Any disputes shall be settled by the competent court in the place where the user is established, although the user always retains the right to submit the dispute to the competent court in the place where the other party is established.

## If the other party is established outside the Netherlands, the user shall be entitled to act in accordance with the provisions of paragraph 2 of this article or - at its choice - to bring the dispute before the competent court in the country or state where the other party is established.

## The applicability of the Vienna Sales Convention is excluded.