

GENERAL TERMS AND CONDITIONS FOR DELIVERY TO NON-CONSUMERS

OF: RECON B.V.,

having its registered office and principal place of business at Fokkerweg 175, 1438 AM Oude Meer, the Netherlands, hereinafter referred to as “the user”

Article 1. Definitions

In these General Terms and Conditions, the following words shall have the meaning stated:

“user”: the party using general terms and conditions in an agreement;

“purchaser”: the co-contracting party of the user, who acts within the practice of a profession or the running of a company.

Article 2. Applicability of these Terms and Conditions

1. These Terms and Conditions apply to every offer and every agreement between the user and a purchaser to whom the user declared these Terms and Conditions applicable, in so far as the parties have not explicitly departed from them in writing.
2. The present Terms and Conditions also apply to any and all agreements between the user and the purchaser if execution thereof requires engagement of any third party.

Article 3. Offer

1. Offers by the user are free of obligation. The purchaser has 14 days to accept the offer, unless stated otherwise.
2. Notwithstanding the provisions of section 6:225(2) of the Dutch Civil Code, the user shall not be bound by any differences in the prospective purchaser’s acceptance in comparison to the offer of the user.
3. The price stated in the offer of the user is based on performance during normal working hours and exclusive of costs of transport, packing, delivery and installation, as well as VAT and other government levies, unless the parties explicitly agree otherwise.
4. In the event of a combined quotation, the user shall not be obliged to supply part of the goods included in the offer for a corresponding proportion of the quoted price and neither shall the offer automatically be valid for any repeat orders.

Article 4. Delivery

1. Delivery is effectuated from Recon BV, unless explicitly agreed otherwise between the parties.
2. The purchaser shall undertake to take delivery of the goods purchased at the moment they are delivered to him or at the moment they are made available to him in accordance with the agreement.
3. If the purchaser refuses to take delivery or if he is negligent in providing the necessary delivery information or instructions, the goods will be stored at the purchaser's expense and risk. In that case, the purchaser will owe the user any and all additional costs, including in any event storage costs.

Article 5. Delivery time

- 1.
2. Delivery times stated by the user are always approximate and never a final deadline.
3. In the event of late delivery, the purchaser shall undertake to give the user written notice of default and set a reasonable period of at least two weeks within which he can still fulfil his obligations. (*At least 2 weeks?*)
4. The delivery time stated by the user shall commence only after he has all the necessary data.

Article 6. Partial deliveries

The user is allowed to deliver goods sold in partial deliveries. This does not apply if a partial delivery has no independent value. If the goods are supplied in partial deliveries, the user shall be authorized to invoice every partial delivery separately to the purchaser.

Article 7. Technical requirements, etc.

1. If the goods to be delivered in the Netherlands are to be used outside the Netherlands, the user shall not be liable for technical requirements, standards and/or rules regarding the goods to be delivered set by legislation or provisions of the country where these goods are to be used.
2. All other technical requirements placed by the purchaser on the goods to be delivered and which differ from the normal requirements, shall be explicitly notified by the purchaser to the user upon concluding the purchase agreement.

Article 8. Samples, designs and examples

If the user shows or provides any design, sample or example, it will be presumed to have been shown or provided merely as an indication; the properties of the sample, design or example may differ from the goods to be delivered, unless the user explicitly stated that delivery would be in accordance with the sample, design or example shown or provided.

Article 8a. Authority to make amendments

Recon B.V. is authorized to deliver goods which differ from the goods described in the agreement if the supplier of Recon B.V. makes amendments to the products. If Recon B.V. makes use of this possibility and delivers goods which differ to a major extent from the goods promised, the purchaser shall be authorized to dissolve the agreement, such after notifying Recon BV thereof in writing and demonstrating that the goods delivered indeed differ to a major extent from the goods described in the agreement. The purchaser must notify Recon BV in writing within one week from discovering the difference or from the time he could reasonably have discovered it.

Article 9. Dissolution of the agreement

1. In the following cases, the user may dissolve the agreement between the user and a purchaser with immediate effect:
2. – If, after concluding the agreement, the user learns that there are circumstances which give the user good ground to fear that the purchaser will not fulfil his obligations;
3. – If the user asked the purchaser upon concluding the agreement to provide security for the compliance and such security is not provided or is insufficient, despite a warning.
4. In the cases mentioned, the user shall be authorized to suspend further execution of the agreement or to proceed to the dissolution thereof, without prejudice to the right of the user to claim compensation, apart from the suspension or dissolution.
5. If there are circumstances with regard to persons and/or materials which the user engages or tends to engage in the execution of the agreement and which are of such nature that execution of the agreement is impossible or so onerous and/or disproportionately costly that fulfilment thereof cannot reasonably be required, the user shall be authorized to dissolve the agreement on such grounds. The user shall inform the purchaser of such circumstances the moment they arise. In these cases, the user is not liable for any loss suffered or to be suffered by the purchaser resulting from such dissolution.

Article 10. Guarantee

1. For a period of three months from delivery, the user guarantees that the goods he delivered are free from design, material and manufacturing defects. If the guarantee referred to here is applicable and the goods show any defect, Recon BV will repair said goods as soon as possible after having been informed of the defect by the purchaser. The user may opt to replace the goods if repair comes up against objections.
2. If the goods show any design, material or manufacturing defect, the purchaser shall be entitled to repair of the goods. The purchaser will only be entitled to replacement if the goods cannot be repaired or if such comes up against objections from the user. Any and all goods which show a defect in design, material or manufacture, must be submitted to Recon B.V. for their repair within the guarantee period stated in paragraph 1 of this article.
3. Damage caused by improper use or an incorrect following of the instructions is not covered by the guarantee. Improper use shall also be taken to include repairs made to the goods or having repairs made to the goods and opening the goods or having the goods opened.
 1. If the guarantee concerns a product produced by a third party, it shall be limited to the guarantee given by the relevant producer for such product.
 2. The purchaser may only require replacement of the goods or dissolution of the agreement if:
 3. Recon B.V. has attempted twice to repair one and the same defect, whereby said attempts have not given sufficient result and the defect is serious enough to justify replacement or dissolution, or if the purchaser demonstrates that the goods have or had so many defects that they do not meet the agreement and that said defects in reasonableness justify replacement or dissolution.
4. The purchaser must within the guarantee period demonstrate that the goods show a defect covered by the guarantee. The guarantee will lapse if the model or serial number of goods has been removed or changed.
5. The guarantee will lapse when the goods are rented out or if the purchaser allows the goods to be used by any third party.

Article 11. Retention of title

1. The goods delivered by the user to the purchaser remain the property of the user until the purchaser has fulfilled all of the following obligations from all of the purchase agreements concluded with the user:
 2. a. The counter-performance(s) in respect of the goods delivered or to be delivered;
 3. b. The counter-performance(s) in respect of the performance(s) delivered or to be delivered by Recon B.V. by virtue of the agreement(s);
 4. c. Any claims by the user for non-compliance by the purchaser of any agreement(s).
5. Goods covered by the retention of title pursuant to paragraph 1 which are delivered by the user may only be resold within the scope of normal business activities and may never be used as a means of payment.
6. The purchaser is not authorized to pledge the goods covered by the retention of title or to vest any right in them in any other manner or have such vested.
7. If the purchaser fails to fulfil his obligations or if there is reasonable fear that he will fail to fulfil them, Recon B.V. will be entitled to remove from the purchaser or any third party the goods delivered which are covered by the retention of title referred to in paragraph 1, or have them removed. The purchaser is obliged to render full cooperation to that end, subject to a fine of 10 % of the amount due per day or part of a day.
8. If any third party attaches the goods delivered covered by the retention of title or if they wish to vest rights in them or exercise rights to them, the purchaser shall undertake to inform the user thereof as soon as may reasonably be expected. Besides which, the purchaser shall undertake to inform the attaching party immediately that the goods attached are not the property of the purchaser but of the user.
9. Any loss for the user arising from any attachment against the purchaser on property of the user in favour of creditors from the purchaser, shall be at the expense and risk of the purchaser with the obligation to indemnify the user.
10. The purchaser shall undertake to:
 11. - insure the goods delivered under retention of title and keep them insured against fire, explosion and water damage as well as against theft, and to submit the policy of said insurance to Recon B.V., or to any third party designated by it, immediately on request for inspection;
 12. - pledge in favour of the user any claim from insurers in respect of the goods delivered under retention of title in accordance with section 3:239 of the Dutch Civil Code or to fully indemnify the user in any other manner for the goods lost which were delivered under retention of title;
 13. - pledge in favour of Recon B.V. the receivables the purchaser acquires in respect of his customers upon reselling the goods delivered under retention of title in accordance with section 3:239 of the Dutch Civil Code or to fully indemnify the user in any other manner for the goods resold which were delivered under retention of title;
 14. - mark the goods delivered under retention of title as the property of Recon B.V.;
 15. - render cooperation to any and all reasonable measures Recon B.V. wishes to take in order to protect its retention of title with regard to the goods and which do not unreasonably hinder the purchaser in his normal business activities.

16. The purchaser is liable for any and all damage to the goods delivered to him under retention of title resulting from acts or omissions contrary to this article.

Article 12. Defects; time limit for lodging a complaint

1. The purchaser shall undertake to inspect the goods purchased, or have them inspected, upon delivery or as soon as possible afterwards. In this respect, the purchaser must verify whether the goods delivered comply with the agreement, that is:
2. if the correct goods were delivered;
3. if the quantity (e.g. the quantity and number) of the goods delivered is in accordance with what was agreed;
4. if the goods delivered meet the quality requirements agreed or, if there are none, the requirements that may be placed on the goods for normal use thereof or commercial purposes.
5. If any visible defects or shortcomings are established, the purchaser shall undertake to report them to the user in writing within 7 days from delivery.
6. The purchaser shall undertake to report any hidden defects to the user in writing within 7 days from their discovery and never later than within 3 months from delivery.
7. Also in the case where the co-contracting party submits a complaint in a timely fashion, he shall be obliged to pay and take delivery of any orders placed.
8. Goods may only be returned to the user after the user's prior written permission and reasons must be stated.

Article 13. Price/Price increase

Unless explicitly stated otherwise, prices stated by Recon B.V. shall be:

1. – in Dutch currency or the equivalent of the EURO
2. – exclusive of VAT
3. – based on minimum quantities applied by the user
4. – exclusive of transport costs
5. If the user has agreed a certain price with the purchaser, the user shall nonetheless be entitled to increase that price if the user can demonstrate that there have been significant changes in the price of raw materials, currencies or wages or other unforeseen circumstances between the moment of offer and delivery.
6. If the price increase is more than 10%, the purchaser has the right to dissolve the agreement on that ground.

Article 14. Packaging

The purchaser shall undertake to return the packaging made available by Recon B.V. empty and undamaged within 14 days. If the purchaser fails to fulfil his obligations with regard to packaging, any and all costs resulting from it shall be at the expense of the purchaser. Such costs include, among others, costs arising from late return consignment and costs of replacement, repair or cleaning.

1. If the purchaser fails to return the packaging within the period of time stated in the relevant demand, the user will be entitled to proceed to replacement and charge the cost thereof to the purchaser, provided that the user notified these measures in said demand.
- 2.

Article 15. Payment

1. Payment must be effectuated within 14 days from the invoice date in the manner to be indicated by the user in the currency of the invoice, unless a different period of time is included in the offer or agreement
2. After expiry of 14 days from the invoice date, the purchaser will be in default by operation of law; the purchaser shall owe a monthly interest of 1% on the amount due and payable from the moment of being in default, unless statutory interest is higher, in which case statutory interest will prevail.
3. In case of liquidation, bankruptcy or suspension of payments on the part of the purchaser, the receivables of the user and the obligations of the purchaser in respect of the user will be immediately due and payable.
4. Payment shall be effectuated without discount or settlement.
5. Payments made by the purchaser will first be applied to any and all interest and costs due and secondly to those invoices due which have been outstanding the longest, even if the purchaser states that payment refers to a later invoice.

Article 16. Discount for prompt payment

The user will be entitled to charge a 2% late payment surcharge, which will not be payable if payment is made within 14 days from the invoice date.

Article 17. Collection charges

1. If the purchaser is in default with regard to one or more of his obligations, any and all court and extrajudicial costs (in accordance with the Court-Approved Scale of Costs and the Extrajudicial Collection Costs Decree) incurred for the collection of the amounts due shall be at the expense of the purchaser.
2. The minimum rate for extrajudicial costs is €40.00.
3. If the user demonstrates that he incurred higher costs, which were reasonably necessary, these shall also be eligible for compensation.

Article 18. Liability

The user shall be liable in respect of the purchaser only in the following manner:

1. For loss as a consequence of defects in goods delivered, there will exclusively be liability as provided for in article 10 (Guarantee) of these Terms and Conditions.
2. The user's liability is limited to the amount the user's insurer will pay out in the relevant case.
3. If the insurance does not cover a case or if the insurer does not pay out and the user is liable, the user's liability will be limited to twice the invoice amount of the transaction at most or, alternatively, that part of the transaction to which the liability relates.
4. Liability shall not be limited if it can be demonstrated that the loss is attributable to wilful misconduct or gross negligence on the part of Recon B.V.

Article 19. Force majeure

1. Force majeure shall in these Terms and Conditions be taken to mean: circumstances which impede compliance with the commitment and which cannot reasonably be attributed to Recon BV. Apart from what is included in the law and legal precedents in this respect, it shall be taken to mean any and all outside causes, whether or not foreseen, outside the control of the user, but as a consequence of which the user is not able to fulfil his obligations, including work strikes in the company of the user and strikes in companies other than Recon B.V., wildcat strikes or political strikes in the company of Recon B.V., a general lack of necessary raw and other materials for the realization of the performances agreed upon, necessary goods or services, unforeseeable interruption at suppliers or other third parties on which Recon B.V. depends and general transport and transportation problems.
2. Recon B.V. also has the right to rely on force majeure if the circumstance which temporarily impedes full compliance arises after Recon B.V. should have fulfilled its commitment.
3. During the situation of force majeure, delivery and other obligations of the user will be suspended. If the period in which fulfilment of obligations by the user is impossible due to force majeure lasts longer than 2 months, both parties will be authorized to dissolve the agreement without there being any obligation to compensation in that case.
4. If the user has already fulfilled part of his obligations when the force majeure arises, or if he can only fulfil his obligations in part, he will be entitled to invoice the part already delivered or deliverable separately and the purchaser will be bound to pay such invoice as if it concerned a separate agreement. However, this does not apply if the part already delivered or deliverable has no independent value.

Article 20. Dispute resolution

Any dispute between the purchaser and Recon B.V. will be resolved by the competent court of Haarlem, the Netherlands. However, Recon B.V. will continue to be authorized to summon the purchaser before the court which has jurisdiction according to the law or an international treaty. During one month from Recon B.V. invoking this provision in writing, the purchaser has the right to opt for dispute resolution by the civil court which has jurisdiction according to the law or the international treaty.

Article 21. Applicable law

Dutch law applies to every agreement between the user and the purchaser. The Vienna Sales Convention is explicitly excluded.

Article 22. Amendment and location of the Terms and Conditions

These Terms and Conditions are filed at the court registry of the district court of Haarlem (Postbus 1621, 2003 BR Haarlem, the Netherlands).

The latest filed version applies always or, as the case may be, the version prevailing at the time of formation of the present transaction.

Recon B.V. is authorized to make amendments to these Conditions.

Oude Meer, the Netherlands, 08 December 2016