

GENERAL TERMS AND CONDITIONS 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 "Recon".

## **1. APPLICABILITY OF THESE TERMS AND CONDITIONS**

- 1.1. These terms and conditions apply to every offer and every agreement between Recon and its customers, in so far as the parties have not explicitly departed from them in writing.
- 1.2. Recon is authorized to make amendments to these terms and conditions, which will come into force upon written notice to the customer.

## **2. OFFER**

- 2.1. Offers by Recon are free of obligation. The customer has 14 days to accept the offer, unless stated otherwise.
- 2.2. Notwithstanding the provisions of section 6:225(2) of the Dutch Civil Code, Recon shall not be bound by any differences in the prospective customer's acceptance in comparison to the offer of Recon.
- 2.3. The price stated in the offer of Recon 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 in writing.
- 2.4. Recon shall not be obliged to provide only part of the services an offer relates to for a corresponding proportion of the quoted price and neither shall the offer automatically be valid for any repeat orders.

## **3. PERFORMANCE, DELIVERY**

- 3.1. Delivery of the goods upon the completion of Recon's services is effectuated from the premises of Recon in Oude Meer, unless explicitly agreed otherwise between the parties in writing.
- 3.2. If the customer refuses to pick up the goods or if it is negligent in providing the necessary delivery information or instructions, the goods will be stored at the customer's expense and risk. In that case, the customer will owe Recon any and all additional costs, including in any event storage costs.
- 3.3. The customer acknowledges that, unless explicitly agreed otherwise in writing, in its performance of the agreement Recon solely has an obligation to use its best endeavours.
- 3.4. Recon has the right to engage third parties for the performance of the agreement.
- 3.5. Recon is allowed to perform its services in parts or phases, in which case, Recon shall be authorized to invoice every partial delivery separately to the customer.

## **4. DELIVERY TIME**

- 4.1. Delivery and completion times stated by Recon are always approximate and never a final deadline.
- 4.2. In the event of late delivery or completion, the customer shall undertake to give Recon written notice of default and set a reasonable period of at least two weeks within which Recon can still fulfil its obligations.

- 4.3. The delivery or completion time stated by Recon shall commence upon receipt by Recon of all materials required for the execution of the services, as well as all necessary information, such as statements of work.
- 4.4. The customer shall undertake to return the packaging made available by Recon empty and undamaged within 14 days. If the customer fails to fulfil its obligations with regard to packaging, any and all costs resulting from it shall be at the expense of the customer, without further notice of default. Such costs include, among others, costs arising from late return consignment and costs of replacement, repair or cleaning.

## **5. REQUIREMENTS, SAMPLES**

- 5.1. If the goods in relation to which the services are being provided are to be used outside the Netherlands, Recon shall not be liable for technical requirements, standards and/or rules regarding the goods set by legislation or provisions of the country where these goods are to be used.
- 5.2. All other technical requirements placed by the customer on the goods as well as any other requirements which differ from the normal requirements, shall be explicitly notified by the customer to Recon in writing before concluding the agreement. In such case, Recon has the right to charge additional costs.
- 5.3. If Recon shows or provides any sample or example, it will be presumed to have been shown or provided merely as an indication; the properties of the sample or example may differ from the result of the services to be provided.

## **6. TERMINATION OF THE AGREEMENT**

- 6.1. In the following cases, Recon may terminate (*ontbinden*) the agreement with a customer with immediate effect:
  - a) if, after concluding the agreement, Recon learns that there are circumstances which give Recon good ground to fear that the customer will not fulfil its obligations;
  - b) if Recon asked the customer upon concluding the agreement to provide security for the compliance and such security is not provided or is insufficient.
- 6.2. In the cases mentioned, Recon shall be authorized to suspend further execution of the agreement or to proceed to the termination (*ontbinding*) thereof, without prejudice to the right of Recon to claim compensation, apart from the suspension or termination (*ontbinding*).
- 6.3. If there are circumstances with regard to persons and/or materials which Recon 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, Recon shall be authorized to terminate (*ontbinden*) the agreement on such grounds. Recon shall inform the customer of such circumstances the moment they arise. In these cases, Recon is not liable for any loss suffered or to be suffered by the customer resulting from such termination (*ontbinding*).
- 6.4. The customer shall only be entitled to terminate the agreement – whether with immediate effect (*ontbinden*) or by giving notice (*opzeggen*) – before the end of the term in the cases specified in these terms and conditions.

## **7. DEFECTS; TIME LIMIT FOR LODGING A COMPLAINT**

- 7.1. The customer shall undertake to inspect the goods , or have them inspected, upon completion of Recon's services or as soon as possible afterwards. In this respect, the customer must verify whether the goods comply with the agreement, that is:
- a) if the agreed services were provided;
  - b) if the quantity of the goods is in accordance with what was agreed;
  - c) if the services meet the quality requirements agreed or, if there are none, the requirements that may be placed on the goods for normal use thereof.
- 7.2. If any visible defects or shortcomings are established, the customer shall undertake to report them to Recon in writing within 7 days from completion of the services.
- 7.3. The customer shall undertake to report any hidden defects to Recon in writing within 7 days from their discovery and never later than within 3 months from completion of the services.
- 7.4. Also in the case where the customer submits a complaint in a timely fashion, it shall be obliged to pay and take delivery of any services provided.

## **8. PRICE**

- 8.1. Unless explicitly stated otherwise in writing, prices stated by Recon shall be:
- a) in EURO;
  - b) exclusive of VAT;
  - c) based on minimum quantities applied by Recon;
  - d) exclusive of transport costs.
- 8.2. If Recon has agreed a certain price with the customer, Recon shall nonetheless be entitled to increase that price if Recon can demonstrate that there have been significant changes in the price of materials, currencies or wages or other unforeseen circumstances between the moment of offer and delivery. Recon once per year has the right to change its prices in accordance with the price index for services as published by the *Centraal Bureau voor de Statistiek*.

## **9. PAYMENT**

- 9.1. Payment must be effectuated within 14 days from the invoice date in the manner to be indicated by Recon in the currency of the invoice, unless a different period of time is included in the offer or agreement
- 9.2. After expiry of 14 days from the invoice date, the customer will be in default by operation of law. In such case, user will be entitled to charge a 2% late payment surcharge whereas the customer shall owe a monthly interest of 1% on the amount due and payable from the moment of being in default, unless the applicable statutory interest is higher, in which case statutory interest will prevail.
- 9.3. In case of liquidation, bankruptcy or suspension of payments on the part of the customer, or the filing of any request in such regard, the receivables of Recon and the obligations of the customer in respect of Recon will be immediately due and payable.
- 9.4. Payment shall be effectuated without discount or settlement.
- 9.5. If the customer is in default with regard to one or more of its 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 customer.

- 9.6. The minimum rate for extrajudicial costs is €40.00. If Recon demonstrates that it incurred higher costs, which were reasonably necessary, these shall also be eligible for compensation.
- 9.7. On receipt of the goods in relation to which the services must be provided by Recon, a right of pledge on these goods shall automatically be granted to Recon. This right shall serve as security for the payment of the invoices for the services provided to the customer and to be provided. In the event that any invoices are outstanding at the moment of completion of the services or the delivery to the customer, Recon is, in addition to its statutory right of retention, entitled to an undisclosed right of pledge on the goods. The customer shall, at Recon's first request, enter into any and all deeds necessary to create such right of pledge.

## **10. LIABILITY**

- 10.1. Recon's liability is limited to the amount Recon's insurer will pay out in respect of the relevant liability.
- 10.2. If the damage is not covered under the insurance, Recon's liability will be limited to the total amount invoiced to the customer in the month preceding the event giving rise to the liability.
- 10.3. 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.
- 10.4. Notwithstanding article 10.3, any liability for consequential loss or damage, as well as liability for damage of whatsoever nature which is the result of acts or omissions of third parties engaged by Recon, is entirely excluded.
- 10.5. The customer indemnifies Recon against any claims by third parties who suffer damage in connection with the performance of the agreement as far as such damage is attributable to the customer.

## **11. FORCE MAJEURE**

- 11.1. 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. 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 Recon, but as a consequence of which Recon is not able to fulfil its obligations, including work strikes in the company of Recon and strikes in companies other than Recon, wildcat strikes or political strikes in the company of Recon, 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 depends and general transport or transportation problems.
- 11.2. Recon also has the right to rely on force majeure if the circumstance which temporarily impedes full compliance arises after Recon should have fulfilled its commitment.
- 11.3. During the situation of force majeure, delivery and other obligations of Recon will be suspended. If the period in which fulfilment of obligations by Recon is impossible due to force majeure lasts longer than 2 months, both parties will be authorized to terminate (*ontbinden*) the agreement without there being any obligation to compensation in that case.
- 11.4. If Recon has already fulfilled part of its obligations when the force majeure arises, or if Recon can only fulfil its obligations in part, Recon will be entitled to invoice the services already provided separately and the customer will be bound to pay such invoice as if it concerned a separate agreement.

## **12. DISPUTE RESOLUTION AND APPLICABLE LAW**

12.1. Any dispute between the customer and Recon will be resolved by the competent court of Haarlem, the Netherlands. However, Recon will continue to be authorized to summon the customer before the court which has jurisdiction according to the law or an international treaty.

12.2. Dutch law applies to every agreement between Recon and the customer.

Oude Meer, the Netherlands, 20 November 2018