

GENERAL TERMS OF DELIVERY AND PAYMENT
of the private company
Reci Prof International BV

Article 1 – Definitions

1. Our conditions: the provided general terms of delivery and payment of Reci Prof International BV, located in Oisterwijk.
2. The buyer: our (potential) counterparty to whom we share special offers, bring out quotations, whom provides us with orders, with whom we confirm an agreement and in whose behalf and account we deliver goods.
3. The third parties enabled by buyers: each (actual or legal) person who operates in the agreement made between us and the buyer, performs labor and/or is providing services in name of/commissioned by the buyer, whether or not the basis of an employment contract, a contract of engagement or otherwise.
4. Indirect damage: the loss of profit and/or incomes, production loss, immaterial damage, costs related to downtime or delay, fines, premium increases, (missing out on) discounts and/or payments of third parties, everything included in the broadest sense of the word.
5. Block orders: orders where the quality per color and/or design is not specified yet and/or where the delivery per unit of time which is not confirmed yet.
6. Working days: Monday till Friday, with the exception of nationally recognized holidays.
7. CC: Civil Code.

Article 2 - Applicability

1. Our conditions apply to all our special offers/quotations published to the buyer and all the agreements confirmed with the buyer, by whatever name. Our conditions are also applicable for finalized agreements for the delivery of business confirmed with our buyers. In our conditions "Delivery of business" can be described as the delivery of services and the performance of labor by any means.
2. Our conditions for deviating clauses only apply if our company has officially approved the deviation in written agreement.
3. Our general terms and conditions are applicable in every situation. However, an exception can be made when there is an expressly and written approval made by us. Furthermore, the general terms and conditions of the buyer are not allowed to be contrary to our companies conditions. If the buyers general terms and conditions are contrary with our companies terms and conditions, solely our conditions are applicable. Any other stipulation in the terms of the buyer does not alter the foregoing.

Article 3 – Special offer/quotation

1. All our special offers/quotations must be regarded as invitations to the buyer to make an offer.
2. However, paragraph 3.1 is not applicable if the special offer/quotation itself expressly and unambiguously (in writing) states otherwise, the offer/quotation is entirely without obligation; therefore it does not bind us. Our special offer/quotation are included in: designs, drawings, models, samples, descriptions, images, sizes, colors, weights and such, appendices are also included if necessary. The previously mentioned materials, including the tools made by our company for this purpose, our belongings, must be returned on our request and may not be copied or given to third parties without the written approval of our company. We reserve all rights regarding the offer/quotation including the information contained, all the rights particularly those arising from intellectual and industrial property.
3. All of the data stored in our documentation, printed materials and brochures, such as prices and specifications are without obligation and subject to change.
4. Sample material respectively samples of goods may only be used as test material.

5. If the order to which our offer/quotation relates has not been placed with us within 3 months of the day on which we made our offer/quotation, we may charge the buyer for the costs involved in making our offer/quotation, including the costs of making the tools referred to in paragraph 2. The buyer must pay the invoice within 14 days after the invoice date.

Article 4 - Establishment, transfer and joint and several liability

1. The order made by the buyer is considered as an offer. An agreement, name may vary, is firstly confirmed once we officially approved the given order in written agreement, by sending an order confirmation. For work activities for which, due to their nature and scope, no quotation or order confirmation has been sent, the invoice and/or delivery has been regarded as an order confirmation, which has supposed to view the agreement correctly and completely.
2. The buyer is bonded to its order, in each form given to us, for a period of 7 days after the day of the order. In case the order is made verbally, the 7 day period will officially start after the conversation. If the buyer requests to cancel or change the order, during the 7 day period, the agreement cannot be prevented from being concluded based on the established (original) order, if we still approve/confirm this within the period of 7 days.
3. The content of the order confirmation sent to the buyer should be completely and correctly presented. The buyer is asked to agree with the content of the order confirmation, unless he/she provides us with a detailed reason in writing why he does not agree with the content within 3 working days after the order confirmation. Violation of this notification requirement, results in the lapse of any right to complain about the correctness of the order confirmation and/or agreement.
4. Any additional agreements and/or commitments made and/or done by persons who operate as representatives, are only binding if the agreements and/or confirmations have been confirmed in writing by our authorized management representatives.
5. The buyer cannot transfer his rights and obligations under our concluded agreement to third parties without our prior written permission.
6. If the agreement is entered into with at least two or more buyers, each of them shall be jointly and severally liable for full performance.

Article 5 – Modification of the agreement

1. All costs related to a change which has been approved by us in writing, will be charged to the buyer and are owed by him. We are never obligated to do a request for a change in the acknowledged agreement; we can require that a separate agreement will be made.
2. The buyer agrees that the changes mentioned in paragraph 1, the agreed or expected delivery time – in the broadest sense of the word – and the mutual responsibilities of the parties can be affected.

Article 6 – Prices, price adjustments and assurances

1. Unless expressly agreed otherwise in writing, turnover tax and transport costs are excluded in our prices. However, the costs of packaging will be included in our prices.
2. The prices mentioned in our special offer/quotation, order confirmation and/or agreement are based at the time of the releasing of the special offer/quotation or the sending of the order confirmation (and the formation of the agreement, concerning article 4.1) cost factors such as, but not limited to, exchange rates, manufacturers-, raw material- and material prices, labor and transportation costs, insurance premiums, taxes, import duties and other governmental levies.
3. In case after the date the agreement has been confirmed, but before the day of her (full) implementation, one or more of the mentioned cost factors in paragraph 2 will be increased, we are authorized to charge the increases to the buyer or to terminate the agreement mentioned in paragraph 6.
4. Before we continue with proceeding the agreement, we want to have a sufficient certainty that the buyer will keep their promise regarding the payment commitment - for example with a deposit or a bank guaranty – this will also be applicable if the terms and/or delivery times will be exceeded.

If the buyer refuses to provide the sufficient certainty, we are authorized to dissolve the agreement described in paragraph 6.

5. In case the buyer exceeds the credit limit which is determined by our credit insurance, and in case of a cancellation of the cover by this insurance due to older payable debts of the buyer, we are entitled to dissolve the agreement which is mentioned in paragraph 6.

6. In the cases which are described in paragraph 3 till 5 of this article, we are able to dissolve the agreement in full or in part without notice of default and without judicial intervention, without the obligation to pay any form of compensation for the buyer (or third parties engaged by him) and are without prejudice to all other rights, including the right to full compensation of all direct and/or indirect damages as a result of a dissolution.

7. (Only) if we inform the buyer during the period of 3 months after the agreement has been concluded that the changes which are mentioned in paragraph 3, result in an increase in the confirmed (purchase)price, the buyer is entitled to dissolve the agreement. The buyer invokes his right to dissolution within 5 days of receipt of the aforementioned notification will be the additional condition to this matter. In the case of dissolution of the agreement referred to in this paragraph, we are under no circumstances obligated to pay for a compensation.

8. Dissolution of the agreement on the basis of the provisions of this article takes place by registered letter with return signature. Such dissolution does not release the buyer from his obligation to pay for the work performed and/or goods delivered up to the date of dissolution.

Article 7 – Delivery times, delivery, transfer of risk

1. The delivery times provided by us are officially confirmed on the day on which the agreement of article 4 has been concluded, if, at that moment, all the data that we need for the execution of the agreement are also in our possession.

2. The delivery times provided by us will not count as deadlines formulated in article 6:38 sub a CC. We must be held in default (in writing), if the delivery has not managed to arrive on time.

3. If in the agreement is explicitly confirmed, that we are obligated to pay a penalty to the buyer by an exceeding of the delivery, we are not obligated to pay that penalty if the exceeding of the delivery is a result of/is related to the force majeure cases mentioned in article 14.

4. Unless the agreement clearly indicates otherwise, the delivery of goods regarding the Benelux above 250,00 euros is seen as the "Franco delivery". Franco delivery is only applicable if we have officially confirmed this on the invoice or otherwise. As soon as the goods have been unloaded out of the means of transport, the risk shall pass to the buyer. If the goods are transported further (whether or not internally), this shall be done at the expense and risk of the buyer.

5. Unless expressly stated otherwise in the agreement, the delivery of goods outside the Netherlands are Ex Works. As soon as these goods are loaded in the means of transport, the risk will be transferred to the buyer. These goods therefore travel at the expense and risk of the buyer, clearance can thereof be provided by us, however that will also be at the expense and risk of the buyer.

6. Unless the buyer arranges the shipment himself, we will ship the goods in the most favorable way possible (in our opinion) by choosing the forwarders by ourselves.

7. If the buyer requests the delivery of goods in an unusual way, we can charge the buyer with the associated costs. The buyer must pay the invoice within 14 days after the invoice date.

8. If partial deliveries are agreed, we reserve the right to consider each delivery as a separate transaction, and to invoice it in such way.

Article 8 – Purchase obligation and block orders

1. In the event of default, we are entitled to claim the part that has not been purchased without prior notice.

2. If, in the situation referred to in paragraph 1, we demand payment of the (purchase) price, the goods will be deemed - within the agreed acceptance period - to have been delivered to the Buyer

and we will store those goods at the Buyer's expense and risk. The Buyer undertakes to pay the invoice relating to those storage costs within 14 days of the invoice date.

3. If no delivery period has been confirmed/agreed, we will be entitled to take the measures mentioned in paragraphs 1 and 2 if the goods have not been taken by the buyer within 1 month after our invitation to do so.

4. Contrary to the provisions determined in paragraphs 1 to 3, the following applies to block orders: in the case of a block order, the buyer must provide us with the classification of the block order in time. If the buyer remains in default in this respect and/or does not provide us with the classification within 10 days after the latest date on which the classification should have taken place, we shall be entitled to extend the agreed delivery period by a maximum of 30 days. The buyer shall be obliged to compensate us for all direct and/or indirect damage suffered by us due to or as a result of his omission and/or the late classification.

5. If the buyer violates any of the purchase, payment and or classification obligations referred to in this article, we (also) have the right to dissolve the agreement in whole or in part without notice of default and without judicial intervention, without us being obliged to pay any form of compensation and without prejudice to all other rights to which we are entitled, including the right to full compensation for all direct and/or indirect loss suffered by us as a result of such dissolution.

Article 9 – Complaints

1. The buyer is responsible for and guarantees the correctness and the completeness of the information that is provided to us. The buyer must in terms of our special offers/quotations (including everything that is part of article 3), where the details provided by us concerning sizes, color fastness and such are concerned, take into account of customary tolerances and changes in the goods supplied by us. More in particular this will (also) be applicable for variances in the contracted quantity; also in these cases, the buyer must also take the usual tolerances into account. The foregoing means that the goods that have been delivered by us from the description in the order(confirmation) may deviate if and insofar it concerns small differences in size, quantity and/or minor changes. Small deviations in quality, color, width, weight, finish and/or design, which are customary or technically unavoidable, are no reason for complaints.

2. The buyer must inspect the delivered goods– in the broadest sense of the word; including quality and quantities – immediately upon reception.

3. Complaints, which includes all grievances due to the capacity of the delivered goods, in the broadest sense of the word, are only valid if the buyer is reaching out to us with the complaints in writing within 10 days after the reception of the delivered goods. This complaint mentions a clear and accurate description of the complaint and is done with the invoice of the delivered goods concerned.

4. If there are defects that can only become apparent when the delivered item is used and on which, according to commercial practices, the buyer generally only checks later, the complaint can still be made within 10 days after the defect has been notified to the buyer. not later than 1 month after the invoice date and for defects other than visible or otherwise observable defects never later than 2 months after the invoice date. The complaint referred to in this paragraph shall also be reported to us in writing, shall state a clear and accurate description of the complaint and shall be made stating the invoice with which the relevant goods were delivered.

5. Every personal right of the buyer related to the defected goods delivered by us, lapses if:

a. The defects have not been reported to us within the specified periods mentioned in paragraphs 3 and 4 to our stated manner;

b. The buyer is not/insufficient cooperating with our investigation of the validity of his complaints and our recovery of these complaints;

c. The buyer has not send, treated, utilized, stored or maintained the goods in the right way or that he used the goods under circumstances or for purposes that differ from those provided by us;

d. A guarantee period is mentioned in the agreement and has already been expired.

Article 10 – Guarantee and return shipment

1. Only if the guarantee obligations regarding the goods delivered by us are not taken care of by third parties (such as manufacturers), the buyer can assert warranty claims towards us. Our guarantee obligation and our liability is under all circumstances limited to defects as a result of manufacturing and material faults.
2. Under conditions that (i) the buyer makes a correct and on time complaint about the quality of the delivered goods with the meaning of article 9, (ii) we consider the complaint to be well-founded and (iii) liable as mentioned in paragraph 1, we are – only at our sole choice – only obligated to:
 - a. Repair the defects (at our expense);
 - b. Delivery of replaced goods and components if needed, but not until the defective goods or components have been returned to us; return shipments travel at the risk and expense of the buyer.
 - c. Reimbursement of the defective goods components related to the part of the received (purchase) price or credit notes of that component of the invoice sent to the buyer. Furthermore, we are authorized for extrajudicial dissolution of that part of the agreement that is related to these defective goods.
3. The buyer cannot make a claim regarding any warranty (provision) , in case the defects have been fully or partially caused by any incorrect, careless or incompetent use of the delivered goods, by external causes such as lightning strikes, fire or water damage, or if the buyer makes or causes any modifications without our prior written permission – including the related repairs –of the delivered goods.
4. Nor shall the guarantee apply in the event that the buyer has fulfilled his obligations (including financially and otherwise and under any agreement) towards us, or has provided us with sufficient security. Alleged non-compliance with the warranty obligations, does not exempt the buyer from their obligations under the agreement.
5. The buyer is able to return the goods delivered by us, only with our prior written approval, in the same condition as the goods received by him. Each return shipment is made with a detailed and written statement of reasons. Receipt of the returns shall in no way imply acknowledgement, that we acknowledge the return ground stated by the buyer.
6. In case of a non-compliance with the provision mentioned in paragraph 5, we are entitled to reject and return the shipment at the expense and risk of the buyer. In that case, we are also entitled – but not obligated – to store the returned goods at expense and risk of the buyer. The buyer undertakes to pay the invoice of these storage costs within 14 days after the invoice date.

Article 11 – Liability Reciprocal International BV

1. Unless such a defect is the result of malicious intention or gross negligence on our part, we are only liable for direct personal and/or property damage of the buyer or third parties he has engaged, if that direct personal and/or property damage is directly and solely the result of a shortcoming attributable to us, with the provision that the reimbursement is only applicable for direct personal and/or property damage for which we are insured against or reasonably – based on the practice in the industry- have been insured. The following restrictions are applicable in this case:
 - a. Indirect damage, regardless of how or by whom they have been caused, is never eligible for compensation;
 - b. Direct damages caused by deliberate act or omission or gross negligence on the part of our assistants shall not under any circumstances be eligible for compensation;
 - c. The direct personal and/or property damage to be compensated by us will be moderated if the (purchase) price is low in relation to the extent of the damage suffered by the buyer or third parties engaged by him;
 - c. The direct personal injury and/or material losses to be compensated by us shall not under any circumstances exceed the (purchase) price of the delivery that caused the loss.
2. A condition for the existence of any right to compensation is always that the buyer has detailed his damage in writing – or that the third parties engaged by him – as soon as possible, and in any case

within five days after the occurrence thereof informed. Furthermore, the buyer does everything that can reasonably be expected of him to limit that damage.

3. The buyer indemnifies us against all claims made against us by third parties (engaged by him) related to the execution of the contract insofar as the law does not rule out that the direct and/or indirect losses and costs arising thereof are for the expense of the buyer.

Article 12 - Retention of title and insurance obligation

1. Without prejudice to the transfer of risk described in article 7, the goods delivered to us remain our property until such time as all claims we have against the Buyer have been settled in full. These claims do not only include our claims on account of, or in connection with, goods delivered or to be delivered by us pursuant to the agreement, but also our claims on account of, or in connection with, the fact that the buyer fails to comply with his side of the agreement (in brief: "default").

2. The buyer does not have the right to pledge the unpaid goods or to establish a non-possessory pledge or any other commercial or personal right for the benefit of a third party.

3. Without prejudice to the provisions of paragraphs 1 and 2, the buyer is allowed to sell the goods to third parties, but only within the framework of his normal business operations. In that case the buyer is obliged to transfer the amount obtained to us immediately or, if the sale was not made for cash, to transfer the claims obtained to us immediately (cession).

4. If our retention of title referred to in this article is lost through processing by the buyer, the buyer shall be obliged to establish a non-possessory pledge for our benefit on the goods created after the processing.

5. As soon as we can reasonably assume that the buyer will not meet his obligations, we are entitled to take possession of the goods which are in the possession of the buyer (or third parties) but which are our property, even if this requires dismantling. The buyer will give us the opportunity to do so and authorizes us to enter the places where the goods are located.

6. The repossession of goods as referred to in paragraph 5 will not affect our other rights. In particular, we retain the right to full compensation for all direct and/or indirect loss suffered by us due to or as a result of non-payment and/or the exercise of our retention of title.

7. All costs - in the broadest sense of the word - associated with the exercise of our retention of title will be borne by the buyer. The buyer undertakes to pay the invoice relating to those costs within 14 days after the invoice date.

8. The buyer is obliged to adequately insure the goods not yet paid for by him and which are our property, at his own expense, and to keep them adequately insured and to show us this insurance at our first request.

Article 13 – Payment and claim invoice

1. Unless expressly agreed otherwise in writing, the payment shall be made in Dutch currency, without any deduction, deduction or discount, by transfer to a bank account designated by us, immediately after the delivered goods, within 30 days after the invoice date. In case the payment is done by bank, the day of crediting of our bank or giro-account as the payment date.

2. The payment terms mentioned in paragraph 1 are strict deadlines within the meaning of Article 6:38 sub a CC of the Dutch Civil Code: the buyer is in default by the mere exceeding thereof: a further notice of default is not required.

3. The buyer's right to set off any claims he may have against us is expressly excluded.

4. If the buyer has not paid on time and is therefore in default, we have the right, if and insofar as there is sufficient connection with the buyer's failure to comply, to suspend the fulfillment of all our obligations towards the buyer even if this leads to exceeding the delivery times and without prejudice to all other rights that we have.

5. If the buyers fails to fulfill the payment on time and is therefore in default, he owes us an immediately payable interest equal to the statutory interest plus 4% per year, starting from the due date until the date of full payment, to be calculated on the unpaid amount. Furthermore, the buyer is obliged to reimburse the (extrajudicial) costs related to the collection of our claims. These costs are

determined at 15% of the principal amount (including VAT), with a minimum of € 250,= per claim to be collected and without prejudice to our right to claim compensation of the actual (extrajudicial) costs incurred by us, if these costs exceed 10% of the principal amount (including VAT).

6. All adverse consequences – for example the loss of exchange rate - arising from or connected with the failure to make (timely) payment shall be and remain for the expense of the buyer, even if the buyer, according to the provisions in force in his country, would have fulfilled his payment obligations on time, but circumstances or measures beyond his control have prevented the transfer (of the payment) or have caused it to take place in an adverse manner towards us.

7. If the buyer fails to fulfill the (complete) payment on time and is therefore in default, we are entitled to demand payment for all deliveries yet to be made before the delivery of the goods or a guarantee of timely payment.

8. Our entire claim, however arising, including that part which has not yet been charged to an invoice, will be immediately due and payable in full:

- a. in the event of non-punctual payment of amounts owed by the buyer;
- b. if the buyer is declared bankrupt, applies for or obtains a moratorium, is declared subject to the legal debt rescheduling arrangement (WSNP) or is requested to do so
- c. if the buyer loses its legal personality or is dissolved or liquidated;
- d. if and as soon as any attachment is levied against the buyer.

9. Any payment made by the buyer will, in accordance with Article 6:44 of the Dutch Civil Code, first be applied to reduce the costs referred to in paragraph 5, to the interest already due and finally to reduce the principal sum and the current interest.

10. If there is a significant deterioration in the financial position of the buyer after the agreement has been entered into, but before the (full) performance of the agreement, we will be entitled to waive further performance of the agreement in whole or in part, or to demand a change in the payment conditions.

11. The buyer shall report us if there are any complaints regarding an invoice received by him in detail in writing within five days of the invoice date. After this period, complaints about the invoice will no longer be accepted and the buyer has exhausted his right to complain. Any complaint shall not release the buyer from his obligation to pay for the costs.

Article 14 – Force majeure cases

1. The term force majeure is defined as: every circumstance beyond our control or that of our supplying companies that is of such a nature that compliance with the agreement cannot reasonably be required of us (non-attributable failure in performance within the meaning of Article 6:75 of the Dutch Civil Code), such as, but not limited to: war, riots and hostilities by any means, strikes, sit-ins, blockades, boycotts, natural disasters, epidemics, fire, explosions, flooding, lack of raw materials, prevention and interruption of transport possibilities, business interruptions, import and export restrictions or prohibitions or obstacles caused by measures, laws or decisions of international, national or regional (government) authorities.

2. In case we are not able to achieve our side of the agreement on time (including our delivery obligation) due to force majeure, we are – at our choice- entitled to dissolve the agreement or the part which is not executed yet by a (non-judicial) written statement, or to suspend our obligations under the agreement for a limited or unlimited period.

3. We shall not accept any liability and therefore we are not obligated to provide a compensation for direct and/or indirect damage involving the buyer or third parties engaged by him, if the direct and/or indirect damage is caused by or related to the force majeure on our side.

4. In case the force majeure situation occurs, and we have already fulfilled our obligations in part, we are entitled to invoice the part which is already delivered or performed separately. The buyer is obligated to pay this invoice as if it is related to a separate agreement.

Article 15 – The dissolution of the agreement

1. The buyer shall be in default by operation of law in case he:
 - a. Violates any obligation of the agreement and/or our terms and conditions;
 - b. In the event that the customer is declared bankrupt, or applies for suspension of payment, statutory debt restructuring is applied to him or has been requested to apply, the transfers of the business operations on the control of his company, loses his corporate capacity, his company is dissolved or effectively liquidated.
2. In the situation which is mentioned in paragraph 1, we will then be entitled to terminate the contract unilaterally, in full or in part, without a notice of default or judicial intervention, without us being obligated to pay any compensation for damages and without prejudice to our other rights, including the right of full compensation for all our direct and/or indirect damages. Dissolution of the agreement within the meaning of this article occur by a registered letter with return with signature.
3. If the buyer has already received performances for the execution of the agreement at the time of the dissolution mentioned in this article, these items and the related payment obligation(s) shall not be cancelled. Amounts that we have invoiced before this dissolution in connection with what it has already properly performed or delivered to execute the agreement, will remain payable in full with due observance of the previous sentence, these amounts will fall due immediately upon termination.

Article 16 – Explanation

If one or more provisions of the agreement or our conditions turn out not to be or no longer to be legally valid, the other provisions of the agreement and our conditions will remain in force. The provisions which are not or no longer legally valid shall be replaced with provisions which are as consistent as possible with the tenor of the provisions to be replaced.

Article 17 – Applicable law

The special offers/quotations provided by us along with all the finalized agreements, by whatever name, is governed exclusively by the substantive laws of the Netherlands. The United Nations Convention on the International Sale of Goods (CISG) does not apply.