

# Terms and Conditions - v6

co-two

13-08-2018

## GENERAL TERMS AND CONDITIONS Co-Two BV

### 1. Applicability

1.1. These general terms and conditions apply to - and form an integral part of - every offer, quotation and agreement that pertains to "user" to be supplied by .Co-Two BV located in Hellevoetsluis, to be delivered products of any kind whatsoever, unless expressly agreed otherwise in writing.

1.2. In these general terms and conditions, "the customer" means: any (legal) person who orders and / or purchases goods from or via the user.

1.3 Deviation from these terms and conditions is only possible if parties have explicitly agreed in writing.

### 2. Formation and amendment of the agreement

2.1 All offers and quotations made by the user, in whatever form, are without obligation unless a term for acceptance is included in the offer. Only by written (order) confirmation from the user or by actual execution by the user is a contract concluded.

2.2 All indications in offers, quotations or agreements and the appendices thereto, such as images, drawings, measurements, weights, yields and colors and in addition the properties of any test specimens provided are only indicative. Minor deviations are therefore not for the account and risk of the user.

2.3 Obvious errors or mistakes in the offers of user release it from the duty of fulfillment and / or any obligations to compensation resulting therefrom, even after the conclusion of the agreement.

### 3. Execution of the agreement

3.1 Delivery takes place in accordance with the applicable Incoterm: Ex Works (ex works). If the customer refuses delivery at the agreed time, or fails to provide information or instructions necessary for the delivery, the user is entitled to store the products at the expense and risk of the customer.

3.2 Goods shall be deemed to have been delivered, as soon as the user has informed the customer that the items, whether or not yet to be assembled in whole or in part, are ready to be picked up by the customer or a third party to be picked up by the customer or to be ordered by the customer. customer to be sent. From the moment of delivery the delivered goods are at the risk of the customer.

3.3 If the parties expressly agree that the user takes care of the transport of the products, both the costs and the risk of loss or damage during transport are at the expense of the customer.

3.4 The notification of delivery terms in offers, quotations, agreements or otherwise is always done by the user to the best of his knowledge and these terms will be observed as much as possible, but they are not binding.

### 4. Prices

4.1 All prices are in euros and are exclusive of VAT and other levies of imposed by the government. Any special extra costs related to the import and / or customs clearance of goods to be delivered by the customer to the customer are not included in the price

included and are therefore for the account of the customer.

4.2 The amounts shown in the offers of the user are based on the during the offer existing prices, prices, wages, taxes and other relevant prices factors. If after the (order) confirmation in one or more of the mentioned factors change takes place, the user is entitled to adjust the agreed price accordingly.

If a price increase is made pursuant to the present provision, and the increase amounts to more than 10% of the total agreed amount, the customer has the right to contract within eight days after it has been or could be aware of the price increase in writing to dissolve.

### 5. Payment

5.1 Payment must be made in advance 100% after receipt of invoice. For large orders 50% in advance and 50% if the supplier will send the order. The customer is not entitled to any claim against the user against the amounts charged by the user.

5.2 User always has the right to deliver or delivered goods per partial delivery invoice.

5.3 Payment is made by deposit or transfer to a bank or by a user designated bank giro account. User always has the right to both before and after the realization of the to demand security for the payment or advance payment, this under suspension of the execution of the agreement by the user until the security is provided and / or the advance payment has been received by the user. If prepayment would be refused, the user is entitled to dissolve the agreement and the customer is liable for the resulting damage for the user.

5.4 User is entitled to issue products that it has for the customer in connection with the execution of the agreed work, until it is suspended by the

customer payments due to user have been paid in full.

5.5 If payment does not take place on time, the customer is

legally in default without any notice of default is required. The customer is legal from that moment on to the user commercial interest due as referred to in Section 6: 119a Dutch Civil Code.

5.6 In the event that after the expiry of a further payment term set by written notice no payment has yet been received, the customer owes a penalty equal to 10% of the amount due the customer owes the principal amount including VAT, regardless of the user extrajudicial collection costs and without prejudice to the right of user to claim compensation.

5.7 Without prejudice to the other rights of the user pursuant to this article, the customer is towards user to compensate the collection costs that user has to make and which go beyond sending a single summons or just doing one - not accepted - settlement proposal, obtaining simple information or the usual method of compiling the file. These costs are determined on the basis of the on that moment applicable directives to courts in the Netherlands.

5.8 The applicability of article 6:92 Dutch Civil Code is included in this article penalty clause excluded.

## 6. Warranty

6.1 If the user provides a guarantee to the customer with respect to the goods it has issued delivered or to be delivered work or products, it will expressly notify the make the customer known. In the absence of such express written notice, the customer does not invoke the warranty, without prejudice to his legal rights arising from mandatory provisions.

6.2 If an appeal to the customer's guarantee is well-founded, the user will deliver the goods products - to the choice of user - to restore or to deliver as agreed, unless this would have become demonstrably pointless to the customer.

If the customer informs the customer to proceed with the repair, the customer will deliver the delivered goods return products to the user at its expense and risk.6.3 Any warranty obligations of the user will lapse if faults, defects or

imperfections in respect of those items are the result of incorrect, careless or improper use or management of delivered goods by the customer or by the customer third parties or if they are the result of external causes such as, for example fire or water damage, or if the customer or a third party without the user's permission made changes to the goods delivered by the user or had them fitted.

## 7. Complaints

7.1 Any complaints about a product delivered by the user must be received by the customer immediately User must be informed in writing and stating reasons. If [QTY] days after delivery the products have expired, can no longer be justified by the customer complained, unless the defect at the time of delivery with a careful and timely check would not have been discernible. In that case, the customer must be within 2 days after the lack of the customer became known or could be known, of the defect in writing and motivated to inform of the defect.

7.2 Without prior written consent, the user is not obliged to return the goods accept customer. Receipt of returns does not imply acknowledgment by the user of the return shipment specified by the customer. The risk regarding returned products remain with the customer until the products are user credited.

7.3 If the customer invokes an agreed guarantee scheme, but that appeal then appears unjustified, user has the right to work and costs of research and restoration that have resulted at the client's side take into account its usual rates, with a minimum of € 100.00.

## 8. Reservation of ownership

8.1 All products delivered and delivered by the user remain under all circumstances owned by user, as long as the customer has any claim from user, including in any case the purchase price, extrajudicial costs, interest, fines and any other claims such as referred to in Section 3:92 (2) Dutch Civil Code has not met.

8.2 The customer is obliged to deliver the products delivered under retention of title with the necessary to maintain due diligence and as recognizable user property.

8.3 The customer is not authorized to deliver the products delivered under retention of title as long as the ownership thereof has not been transferred, to pledge to third parties, otherwise objections or to transfer them in full or in part, except insofar as such transfer exercising the usual business activities of the customer.8.4 If the customer fails to comply with its payment obligations towards the user

whether user has good reason to fear that the customer will fail in those obligations the user is entitled to take back the goods delivered under retention of title. The customer will cooperate and grant the user free access to it at all times land and / or buildings to inspect the goods and / or to exercise the rights of the user. After collection, the customer will be credited for the market value, which in none case may be higher than the original price the customer was with user agreed, less the costs incurred by the user from the repossession.

#### 9. Dissolution and termination

9.1 The customer is deemed to be in default if he does not have any obligation under the contract or does not comply on time, as well as if the customer does not comply with a written warning to fully comply within a set reasonable term.

9.2 In case of default of the customer, user is entitled without any obligation to compensation, and without prejudice to the rights accruing to it, the contract as a whole or partially dissolve by means of a written notice to the customer and / or the by immediately claiming the amount owed to the user by the customer in its entirety and / or to invoke the retention of title.

9.3 User is entitled to dissolve the agreement with immediate effect if the customer apply for suspension of payments or bankruptcy or is applied for or seized the whole or a part of her assets is laid. All invoiced amounts become immediately due and payable. user will never be the only one due to this termination compensation.

#### 10. Force majeure

10.1 User is not liable if a shortcoming is the result of force majeure. During During the period of force majeure, the obligations of the user will be suspended.

If the period in which the fulfillment of the obligations by the user is not due to force majeure possible longer than three months, both parties are entitled to the contract without to terminate court proceedings without any obligation to do so

compensation will exist.10.2 The term 'force majeure' as referred to in this article shall in any case mean unforeseen circumstances, also of an economic nature, which are not at fault or at the discretion of the user arise, such as serious malfunction in the company, forced downsizing of the production, strikes and exclusions, both at user and at supply companies, war, hostilities, martial law, mobilization, either in the Netherlands or in any other country where any branches of user or subcontractors are established, delays in the transport or delayed or faulty delivery of goods or materials or parts third parties including supplier supply companies.

10.3 If the user already partially fulfills her obligations when force majeure occurs satisfied or only partially fulfills its obligations, it is already entitled to it delivered or the deliverable part separately to be invoiced and the customer is held this invoice as if it were a separate agreement.

#### 11. Liability

11.1 User is only liable for damage the customer suffers, if and insofar as this damage is the direct result of intent or deliberate recklessness of managers of user.

11.2 The total liability of the user will in all cases be limited to reimbursement of direct damage, whereby the total amount to be paid by the user to the customer pursuant to any undoing obligations and compensation of damage will never happen again then amount to a maximum of the amount of the price stipulated for that agreement (excluding VAT).

11.3 User is not liable for damage, if and insofar as the customer is against the has insured the relevant damage or could reasonably have insured it.

#### 12 Disputes and applicable law

12.1 If there is uncertainty about the explanation of one or more provisions of this general conditions then the explanation of that provision (s) must take place 'to the mind' of these terms and conditions.

12.2 Dutch law is applicable to an agreement concluded with the user. Foreign legislation and conventions including the United Nations Convention on International purchase agreements concerning movable property of 11 April 1980 (Vienna Sales Convention) excluded.

12.3 Any disputes relating to this agreement or those arising from this agreement will be settled at first instance by the competent authority Judge in the district where the user at the time of closing this agreement.