



# **DUTCH RECOVERY SYSTEM**

## **General Conditions of Dutch Recovery System B.V. and enterprises affiliated with it**

### **Article 1. Definitions**

In these general conditions the following definitions have the following meanings:

- 1.1. **General Conditions:** these general conditions
- 1.2. **Offer:** any offer by Dutch Recovery System B.V. (hereinafter called: "*Dutch Recovery System*") to the Customer for entering into or amending an agreement.
- 1.3. **Salvage equipment:** The equipment produced by Dutch Recovery System, as specified in the acknowledgement of order.
- 1.4. **Order form:** The order form of Dutch Recovery System specifying the Customer's order for Goods and/or Services.
- 1.5. **Services:** the work for the Customer agreed by Dutch Recovery System in the Agreement.
- 1.6. **Goods:** products of which it is agreed in the Agreement that they will be bought by the Customer from Dutch Recovery System.
- 1.7. **Customer:** the natural person or legal person with whom Dutch Recovery System concludes an agreement or who requests a quotation or fills in the order form prior to concluding an agreement.
- 1.8. **Agreement:** the agreement concluded between Dutch Recovery System and the Customer for the sale and supply of Goods and/or Services.
- 1.9. **Acknowledgement of order:** the written acknowledgement of the Agreement given by Dutch Recovery System to the Customer in which the Goods and/or Services bought by the customer from Dutch Recovery System are specified.

### **Article 2. General/applicability of the General conditions**

- 2.1. The user of these general conditions is the private company with limited liability Dutch Recovery System, whose registered office and actual office are situated in 4104 BL Culemborg, at the address Morseweg 7, entered in the commercial register under number 88566234, and the group of companies and/or enterprises that are directly and/or indirectly affiliated with it.
- 2.2. The General Conditions apply to the creation, the contents and the execution of all quotations, offers, agreements and legal relations between Dutch Recovery System and the Customer in connection with deliveries of Goods or Services to be performed by or on behalf of Dutch Recovery System.
- 2.3. The General Conditions also apply to agreements with Dutch Recovery System, if third parties are engaged by Dutch Recovery System for their performance.
- 2.4. Deviating and/or supplementary stipulations only apply if they have been accepted explicitly and in writing by an official of Dutch Recovery System authorised for the purpose.
- 2.5. General conditions of the Customer do not apply.

- 2.6. By entering into an Agreement with Dutch Recovery System the Customer waives any general conditions used by him, so that only the General Conditions of Dutch Recovery System apply to all agreements.
- 2.7. If the General Conditions contain stipulations that deviate from the Agreement, the Agreement will prevail.
- 2.8. If one or more of the provisions in the General Conditions should not be legally valid, this will leave intact the validity of the other provisions. In that case the parties will replace the void provision in good mutual consultation, in such a way that the new provision follows the tenor of the provision that is not legally valid as closely as possible .

### **Article 3. Quotations and offers**

- 3.1. Quotations and offers of Dutch Recovery System to the Customer will always be without engagement and may be revoked at any time, even if a period for acceptance has been included in them.
- 3.2. Quotations or other offers of representatives or other employees of Dutch Recovery System and quotations or other offers of auxiliary persons engaged by Dutch Recovery System will only bind Dutch Recovery System if and in so far as they have been confirmed by Dutch Recovery System by means of the Acknowledgement of Order.
- 3.3. Descriptions, illustrations, models and/or samples with which the Customer is informed about the offered Goods and Services only provide a general impression of the relevant goods.
- 3.4. The information referred to in article 3.3 (including advertisements and price-lists) are not part of the Agreement between Dutch Recovery System and the Customer, so that the Customer cannot derive any rights from them.
- 3.5. If the Customer acts in the execution of a profession or business, the sections 6:227b(1) and 6:227c of the Civil Code do not apply.

### **Article 4. Conclusion of the agreement**

- 4.1. Any order, completed Order Form or acceptance of a quotation sent by Dutch Recovery System to the Customer for the purchase of Goods and/or Services is deemed to be an acceptance of the Customer for the purchase of Goods and/or Services of Dutch Recovery System.
- 4.2. The Agreement will be concluded at the time that Dutch Recovery System confirms the conclusion and the contents of the Agreement by sending the Acknowledgement of Order to the Customer.
- 4.3. The Customer is obliged to make available to Dutch Recovery System in good time all information and documents that are necessary for a good performance of the Agreement (all this at the assessment of Dutch Recovery System), in the form and in the manner that is made known by Dutch Recovery System to the Customer.
- 4.4. The Customer is responsible for the correctness and completeness of the information and documents made available by him to Dutch Recovery System.
- 4.5. If, for any reason whatsoever, the mode of conduct as described above is deviated from, for instance because the communication only proceeded orally, the Acknowledgement of Order will be deemed to represent the contents of the Agreement correctly, unless the Customer immediately informs Dutch Recovery System of his objections to that representation.
- 4.6. In the absence of an Acknowledgement of Order as referred to in the articles 4.2 and 4.5 the invoice of Dutch Recovery System will be regarded as Acknowledgement of Order.

- 4.7. The Customer will bear the risk of any misunderstandings with regard to the contents and performance of the Agreement if they are caused by communications, data or specifications not received, not received correctly or not in time or incompletely by Dutch Recovery System.

#### **Article 5. Price**

- 5.1. Unless something else has been agreed in writing, all quotations issued by Dutch Recovery System will be without engagement and valid until 3 months after their date. The price of the Goods and Services is stated on the Order Form and in the quotation.
- 5.2. Unless something else has been indicated in writing by Dutch Recovery System BV, the offered and agreed prices for the Goods and/or Services exclude turnover tax and/or levies by the authorities in the widest sense of the word.
- 5.3. The offered and agreed prices are ex warehouse Culemborg or another warehouse of Dutch Recovery System.
- 5.4. The offered and agreed prices do not include:
- a. loading and unloading charges;
  - b. transport costs;
  - c. insurance costs;
  - d. testing and inspection costs;
  - e. packing costs.
- 5.5. Dutch Recovery System is entitled to unilaterally raise the prices of the offers and quotations and also the agreed prices if one or more of the following or comparable circumstances occur after the conclusion of the agreement:
- a. an increase of the costs of parts or materials;
  - b. an increase of the costs of third parties engaged within the framework of the performance of the agreement;
  - c. an increase of employers' burdens;
  - d. an increase of hotel and travelling expenses;
  - e. an increase of transport or container costs;
  - f. the introduction of new or an increase of existing government levies.

#### **Article 6. Delivery and transfer of risk**

- 6.1. The delivery of the Goods will be made at the location that is confirmed by Dutch Recovery System. Unless something else is agreed, delivery will be made ex works of Dutch Recovery System.
- 6.2. The delivery will be made at the time that Dutch Recovery System makes the Goods available at its business location to the Customer and has informed the Customer that the Goods are at his disposal. From that time the Customer will among other things bear the risk of the Goods for storage, loading, transport and unloading. If Dutch Recovery System and the Customer agree that Dutch Recovery System will take care of the transport, the risk for among other things storage, loading, transport and unloading will also rest with the Customer. The Customer may take out insurance against these risks.
- 6.3. The delivery will be made after the Customer has returned the signed Acknowledgement of Order to Dutch Recovery System.
- 6.4. The customer himself will see to the acquisition of necessary permits, concessions, licences, authorisations and the like.
- 6.5. Dutch Recovery System is entitled to store or have others store goods that are ready for delivery but cannot be transported to the place of destination owing to causes beyond its control or if Dutch Recovery System is unable to deliver the Goods in time because the Customer has not given correct instructions, documents, permits or authorisations at the Customer's expense and risk and to desire payment as if the delivery had been made.

- 6.6. If the situation as referred to in the preceding paragraph occurs, the risk in connection with the Goods, including among other things loss or damage caused by negligence of Dutch Recovery System, will pass to the Customer. The Customer will be liable for all corresponding costs and expenditures, including among other things costs for storage and insurance.
- 6.7. Dutch Recovery System is entitled to refuse to deliver the Goods and/or to render the Services at the location of the Customer if Dutch Recovery System believes that this would be unsafe, unlawful or unreasonably difficult, or if the Customer's site (or the access thereto) is unsuitable for the vehicles of Dutch Recovery System.

#### **Article 7. Times of delivery**

- 7.1. All times of delivery stated by Dutch Recovery System will always be of an indicative nature and may never be regarded as deadlines. Transgression of the stated period will not produce a shortcoming of Dutch Recovery System..
- 7.2. The time of delivery will at any rate be extended by a period during which the Customer is in default in connection with the fulfilment of any obligation from the agreement, including the obligation of (advance) payment and/or the provision of security.
- 7.3. Dutch Recovery System is not liable for direct, indirect or consequential damage (including among other things: loss of profit, loss of proceeds, data, goodwill, or expected savings), costs, charges or expenditures that have been caused directly or indirectly by delay in the delivery of Goods or Services by Dutch Recovery System. This also implies if the delay in the delivery is due to Dutch Recovery System.
- 7.4. Delay in delivery will not entitle the Customer to terminate or revoke the Agreement, unless such a delay in delivery lasts for more than 180 days.
- 7.5. If the intended time of delivery is exceeded by Dutch Recovery System by more than 180 days, this will not have the consequence that Dutch Recovery System is in default. For this a detailed notice of default by the Customer will be required, on which occasion Dutch Recovery System will be offered a reasonable period to fulfil its obligations as yet.

#### **Article 8. Payment**

- 8.1. Payment must be made within 10 days after the invoice date, unless something else has been indicated by Dutch Recovery System. In that connection the Customer will not be entitled to rely on set-off or suspension.
- 8.2. Dutch Recovery System is entitled to desire a down payment/advance when accepting the order.
- 8.3. Dutch Recovery System is entitled to charge the Customer for work performed by it in the meantime.
- 8.4. If the Customer has not paid within the period referred to in article 8.1, he will be in default by operation of the law, and Dutch Recovery System will be entitled, without prior notice of default being required, to charge the statutory commercial interest as referred to in section 6:119(a) of the Civil Code from the due date of the invoice.
- 8.5. All costs that are connected for Dutch Recovery System B.V. to the collection of anything that the Customer owes to Dutch Recovery System will be for the Customer's account. The extrajudicial costs (also including a reasonable compensation for time to be spent by Dutch Recovery System on the collection ) is set at 15 % of the payable principal amount, with a minimum of €500.00.
- 8.6. Irrespective of the agreed conditions of payment the Customer will be obliged on first demand of Dutch Recovery System, to provide security for payment that is sufficient in its opinion, including a right to pledge goods. If the principal does not comply with this within the set period, he will immediately be in default. In that case Dutch Recovery System will be entitled to dissolve the agreement and recover its damage from the Customer.

- 8.7. Prior to the start of the work and in the meantime Dutch Recovery System will be entitled to suspend the execution of the work until the time that the Customer has paid an advance determined in reason for the work to be performed or has provided security for the purpose.

#### **Article 9. Transmission of risk and retention of ownership**

- 9.1. The Customer bears the risk of the goods from the time that they have left the warehouse of Dutch Recovery System.
- 9.2. The Goods are loaded, unloaded and transported at the Customer's risk.
- 9.3. Goods delivered by Dutch Recovery System will remain the property of Dutch Recovery System until the time that the Customer has fulfilled all its obligation of payment in full in respect of Dutch Recovery System on the strength of any Agreement concluded with Dutch Recovery System for the delivery of Goods or the performance of work or Services, including claims with regard to the failure to perform such an agreement.
- 9.4. The Customer is obliged to store the Goods delivered by Dutch Recovery System for his own account separately from the other goods that he has in his possession, in such a way that the Goods delivered by Dutch Recovery System may immediately be identified as property owned by Dutch Recovery System. The Customer is not permitted to destroy, remove or make illegible identification markings or packing of the Goods. The Customer must keep the Goods in a sufficient condition and insured for Dutch Recovery System for the whole amount, against all risks and to the satisfaction of Dutch Recovery System. On request the Customer will show the insurance policy to Dutch Recovery System BV.
- 9.5. The Customer is not entitled to create a right of pledge on the unpaid Goods and goods subject to the retention of ownership or to create thereon any other real or personal right for the benefit of a third party.
- 9.6. Subject to the above provisions in this article the Customer will be permitted to sell the delivered Goods under a retention of ownership to third parties, but only within the framework of his normal conduct of business. In that case the Customer must surrender the acquired moneys immediately to Dutch Recovery System or, if the Goods have not been transferred in return for payment, transfer the acquired claims to Dutch Recovery System on first demand.
- 9.7. The Customer grants Dutch Recovery System the unconditional right to enter the site where the goods are or can be stored at any time to inspect the Goods or, if the Customer does not proceed to payment, to take back the Goods.

#### **Article 10. Intellectual property rights**

- 10.1. Dutch Recovery System is the owner of and the party exclusively entitled to its name, logo, method of work, parts, specifications, drawings, patterns, plans, blueprints, descriptions, subjects, formulations, know-how, technical information, recommendations, regulations, reports and the like.
- 10.2. The Customer is not permitted to make use of the objects of intellectual property referred to in article 10.1 without prior written permission of Dutch Recovery System.
- 10.3. The goods and documents prepared by Dutch Recovery System may not be copied or be shown or made known to third parties without prior written permission of Dutch Recovery System.
- 10.4. The Customer indemnifies Dutch Recovery System for claims of third parties on the basis of any intellectual property right or rights that may be equated therewith in respect of the delivery of goods that have been manufactured by Dutch Recovery System at the Customer's request and/or on the Customer's instruction.
- 10.5. Parts, specifications, drawings, patterns, plans, blueprints, descriptions, subjects, formulations, know-how, technical information, advice, regulations, reports and the like will

remain the property of Dutch Recovery System, even if the Customer has been charged costs for their manufacture.

#### **Article 11. Privacy, data processing and security**

- 11.1. If Dutch Recovery System considers this important for the performance of the Agreement, the Customer will inform Dutch Recovery System on request immediately in writing about the manner in which the Customer fulfils its legal obligation in the field of protection of personal data.
- 11.2. The Customer indemnifies Dutch Recovery System for claims of persons whose personal data have been processed or will be processed within the framework of a processing that is done by the Customer or for which the Customer is otherwise responsible on the basis of the law, unless the Customer proves that the facts on which the claim is based must be attributed exclusively to Dutch Recovery System.
- 11.3. The responsibility for the data that are processed with use of a service rendered by Dutch Recovery System will lie exclusively with the Customer. The Customer guarantees Dutch Recovery System that the contents, the use and/or the processing of the data are not unlawful and do not infringe any right of a third party. The Customer indemnifies Dutch Recovery System against any legal claim of third parties for any reason whatsoever, in connection with these data or the performance of the agreement.
- 11.4. If Dutch Recovery System is obliged on the basis of the Agreement to provide information security, that protection will comply with the specifications concerning security as they have been agreed between the parties in writing. Dutch Recovery System does not guarantee that the information security is effective under all circumstances. If an explicitly described security is lacking in the Agreement, the security will comply with the level that is not unreasonable, in view of the state of technology, the sensitivity of the data and the costs attached to providing the security.
- 11.5. If in the performance of the Agreement or otherwise use is made of computing, data or telecommunication facilities, Dutch Recovery System will be entitled to assign access or identification codes to the Customer. Dutch Recovery System is entitled to change assigned access and identification codes. The Customer will treat the access and identification codes confidentially and with care and only make them known to authorised employees. Dutch Recovery System is not liable for damage or costs that are the result of use or abuse of access or identification codes, unless the abuse has been possible as a direct consequence of a culpable shortcoming or omission of Dutch Recovery System.

#### **Article 12. Complaint(s)**

- 12.1. Immediately after receipt of the delivered Goods the Customer is obliged to check the quantity and the type of Goods, and also the packing for shortcomings and/or defects.
- 12.2. Complaints about quantities, types and the packing of delivered Goods must be recorded by the Customer immediately on the transport document or delivery note.
- 12.3. Visible defects of the delivered Goods and/or packing must be reported in writing by the Customer to Dutch Recovery System as soon as possible, but at any rate within eight days after receipt of the Goods. The report must contain a description of the defect that is as detailed as possible, so that Dutch Recovery System is able to react thereto.
- 12.4. Dutch Recovery System is not liable for any shortages, deficits and damage of the Goods, not even if this has been caused by negligence of Dutch Recovery System, unless within eight days after delivery the Customer has reported the fact that the Goods have been damaged in writing and direct to Dutch Recovery System and with submission of a clear description of the defects, including clear images thereof.

- 12.5. If the Goods are taken into use and/or resold, this will be regarded as acceptance of sound Goods by the Customer.
- 12.6. The Customer is obliged to report hidden defects to Dutch Recovery System in writing within 8 days after they have been discovered or could have been discovered in reason, but at any rate no later than 2 months after receipt of the Goods.
- 12.7. In the event of a complaint as referred to in this article the Customer will be obliged to keep and make available to Dutch Recovery System the Goods about which he is complaining for further examination. The Customer is obliged to render his cooperation to any examination of the Goods and, if necessary, grant Dutch Recovery System access to the buildings where those Goods are. If the Customer does not fulfil to this obligation, any right of the Customer to a complaint and/or replacement of the Goods will lapse.
- 12.8. If Dutch Recovery System considers the complaint well-founded, Dutch Recovery System will only be obliged to repair or replace the unsound (parts of) Goods free of charge, unless that cannot be required of Dutch Recovery System in reason, and without the Customer being able to enforce any right to any compensation whatsoever. All unsound (parts of) Goods that have been replaced, will become the property of Dutch Recovery System.
- 12.9. Return of Goods will only be permitted after prior written permission of Dutch Recovery System, on which occasion Dutch Recovery System will be entitled to impose conditions in connection with, among other things, the costs and the method of return.
- 12.10. In the event of return of Goods without permission as referred to in article 12.8 dispatch and storage of the goods will be at Customer's expense and risk.
- 12.11. A complaint as referred to in this article will not entitle the Customer to suspend his obligations (of payment) to Dutch Recovery System and/or to rely on set-off. The Customer will also remain obliged to take off and pay for the other Goods ordered.
- 12.12. Failing a timely report as referred to in this article, the Customer's right to rely on a shortcoming will lapse.

### **Article 13. Warranty**

- 13.1. Dutch Recovery System warrants the soundness of the Goods delivered by it, on the understanding that the contents of the agreement will be decisive for the assessment of the type, the quality and the size of the Goods delivered and the method of execution.
- 13.2. The warranty referred to under 13.1 will apply for a period of 12 months, commencing on the date of delivery and will only mean that Dutch Recovery System will be obliged, within a reasonable period, to deliver missing Goods as yet, to replace and/or repair delivered goods or to take back the delivered Goods and credit the goods, all this at the choice of Dutch Recovery System.
- 13.3. If Dutch Recovery System chooses to replace the unsound goods, it will itself determine the method and time of execution and delivery. In all cases the Customer must give Dutch Recovery System the opportunity to do so.
- 13.4. Dutch Recovery System will only be obliged to execute the warranty if the Customer has fulfilled all his obligations.
- 13.5. Warranty is excluded for defects that are the result of:
  - a. normal wear and tear;
  - b. injudicious use;
  - c. no or incorrectly performed maintenance;
  - d. incorrectly performed installation, assembly, alteration or repair by the Customer or third parties;
  - e. defects or unsuitability of goods originating with or prescribed by the Customer;
  - f. defects or unsuitability of materials or aids used by the Customer;
  - g. a shortcoming of the Customer in following oral or written instructions, including instruction manuals and instruction videos of Dutch Recovery System in connection with storage, installation, testing, use or maintenance of the Goods delivered;

- h. overloading of the Goods by the Customer (reference is made to the CE type plate delivered together with the Goods in which the lifting diagrams are represented) or any incorrect use;
  - i. an error in a design, drawing, specification or instruction originating with the Customer.
- 13.6. Warranty is also excluded if:
- g. the Customer has not fulfilled the obligations as referred to in article 12 (Complaint(s)) of these general conditions;
  - j. overloading of the Goods by the Customer (reference is made to the CE type plate delivered together with the Goods in which the lifting diagrams are represented) or any incorrect use;
  - h. the Customer carries out alterations or repairs of the delivered Goods without the written consent of Dutch Recovery System.
- 13.7. If it appears that the Customer has wrongly relied on warranty, all examination and additional costs will be for his account.
- 13.8. The provisions in the paragraphs 4 up to and including 8 of this article apply accordingly in the event of any claims of the principal on the basis of non-performance, non-conformity or any other ground whatsoever.

#### **Article 14. Force majeure**

- 14.1. If Dutch Recovery System cannot perform the Agreement, not in time or not properly as a result of a cause that cannot be blamed on it, including but not limited to stagnation in the regular course of business within the Customer's enterprise, the obligation to perform the agreement will be suspended until the time that Dutch Recovery System is able as yet to perform the agreement without the possibility of the Customer claiming performance and/or compensation. Force majeure is among other things understood to be a delay in the delivery by suppliers of Dutch Recovery System, as a result of which the latter cannot fulfil its obligation of delivery (in time) to the Customer.
- 14.2. If the situation as referred to in 14.1 lasts for more than one calendar month, Dutch Recovery System will be entitled to dissolve the agreement without the Customer having any claim on compensation of damage in that case.
- 14.3. In the situation as referred to in 14.2 the Customer will not be entitled to dissolve the agreement, unless he can prove that performance is of essential importance for its conduct of business. Dissolution must be effected in writing in that case and at the latest within five days after expiry of the period of one month.
- 14.4. If at the time of occurrence of the force majeure Dutch Recovery System has already fulfilled part of its obligations or can only fulfil its obligations in part, Dutch Recovery System will be entitled to invoice the already delivered goods or the deliverable part of the Goods separately and the Customer will be obliged to pay this invoice as if it was a matter of a separate agreement.

#### **Article 15. Liability**

- 15.1. If Dutch Recovery System should be liable to the Customer, with observance of the provisions in the law, in the Agreement and in these General Conditions, that liability will be limited to the invoice value of the delivered Goods and/Services that have caused the damage, on the understanding that it will remain limited to that damage against which Dutch Recovery System is insured on the strength of an insurance taken out by it by or for its benefit. The size of this obligation will never be larger, however, than the amount that is actually paid out by the liability insurer to Dutch Recovery System in the relevant case under this insurance.
- 15.2. If for any reason whatsoever Dutch Recovery System is not entitled to rely on article 15.1, the obligation to compensate damage will be limited to at most 15% of the total order amount (excluding vat). If the agreement consists of parts or partial deliveries, this obligation will be limited to a maximum of 15% (excluding vat) of the order amount of that part, or that partial delivery. In the case of continuing performance contracts the obligation to compensate damage will be limited to a



maximum of 15% (excluding vat) of the payable order amount during the last twelve months prior to the damage-causing event.

- 15.3. Not eligible for compensation will be:
  1. Consequential damage, which includes stagnation damage, product loss, loss of profit, fines, transport charges and hotel and travelling expenses.
  2. Supervision damage, which includes damage that is caused by or during the execution of the Work or services, or delivery of the goods to goods on which work is done or goods that are present in the vicinity of the place where work is done or delivery is made;
  3. Damage caused by wilfulness or deliberate recklessness of auxiliary persons or non-executive subordinates of Dutch Recovery System.
- 15.4. Dutch Recovery System is not liable for direct and/or indirect damage, including personal and property damage, immaterial damage, consequential damage (damage as a result of business stagnation, loss of income and production loss) and any other damage arisen through any cause whatsoever, unless it is a matter of gross negligence or wilfulness of Dutch Recovery System.
- 15.5. Dutch Recovery System is not obliged to compensate damage to material delivered by or on behalf of the Customer as a result of improperly performed processing.
- 15.6. In no event will Dutch Recovery System be liable for any damage if the Customer has not used the Goods in conformity with the instruction manual and the instruction videos of Dutch Recovery System. Nor will Dutch Recovery System be liable for any damage if the Customer overloads the Goods (reference is made to the CE type plate delivered with the Goods in which the lifting diagrams are represented ) and/or uses them incorrectly in any way.
- 15.7. The Customer indemnifies Dutch Recovery System and its employees against claims of third parties owing to product liability as a result of a defect in the product that has been delivered by the principal to a third party and of which the products or materials delivered by Dutch Recovery System are part. The Customer is obliged to compensate all damage suffered by Dutch Recovery System in this connection, including the (full) costs of defence.

#### **Article 16. Examination of defects**

In the event that the customer relies on a defect present or alleged in the Goods or holds Dutch Recovery System liable for this, the Customer is obliged to make available the relevant Goods on first demand to Dutch Recovery System for further examination. Dutch Recovery System is empowered to engage an independent professional institute to have the Goods examined at its expense. The Customer is obliged to cooperate in a possible examination of the Goods and to grant Dutch Recovery System and/or the independent institute engaged by it access, if necessary, to the buildings where those Goods are. If the Customer does not fulfil this obligation, any right of the Customer to compensation, repair and/or replacement by Dutch Recovery System will lapse.

Dutch Recovery System is not liable and/or recognises no reliance on the warranty if the Customer has had the Goods examined himself.

#### **Article 17. Lapse stipulation**

Subject to the provisions in section 6:89 of the Civil Code and subject to the provisions in these General Conditions any claims of the Customer on the strength of the agreement will lapse if that claim has not been brought before a competent court within one year after the facts on which the claim is based were known or could reasonably have been known to the Customer.

#### **Article 18. Termination of the Agreement**

- 18.1. Dutch Recovery System is entitled to suspend or dissolve the Agreement in full or in part without prior notice of default if the Customer:

- a. fails in the fulfilment of the obligations following for him from the Agreement;
  - b. submits a request for (provisional) suspension of payment;
  - c. is declared bankrupt;
  - d. liquidates his enterprise or transfers it in full or in part to a third party;
  - e. loses the control of his property in full or in part as a result of, among other things, attachment.
- 18.2. In the event of termination of the Agreement the Customer will pay a compensation at the request of Dutch Recovery System for a possible stock (end product or interim product) that Dutch Recovery System holds for Goods that the Customer has ordered from Dutch Recovery System.

### **Article 19 Suspension**

Dutch Recovery System is entitled to suspend the performance of the Agreement until the time that the Customer has fulfilled the obligation referred to in article 4.3.

### **Article 20 Final provisions, choice of law, and choice of forum**

- 20.1. The Agreement will contain all arrangements between the parties and will take precedence over any earlier written or oral Agreement between them.
- 20.2. All agreements between Dutch Recovery System and the Customer will be subject exclusively to Dutch law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods 1980.
- 20.3. Any disputes following from the Agreements concluded between Dutch Recovery System and the Customer will be submitted to the District Court of Gelderland.