

**DELIVERY CONDITIONS  
RECREAHOME B.V. WITH ITS REGISTERED OFFICE IN ASTEN**

**1. DEFINITIONS**

Below Recreahome B.V. will be referred to as "seller". Each natural person or legal entity purchasing goods and/or services from seller will be referred to below as "buyer".

**2. APPLICABILITY**

**2.1** These conditions shall apply to all agreements between buyer and seller for delivering goods and/or performing repair and maintenance work and/or providing other services.

**2.2** Terms varying from these conditions can be invoked only if these varying terms have been explicitly agreed upon in writing between buyer and seller.

**3 PRICES / QUOTATIONS**

**3.1** All prices stated in advertising matter, flyers, brochures and other documentation shall be without obligation. Prices may be stated in euro or other currencies. In the latter instance the invoices must be paid in the other currency(ies) stated as well.

**3.2** Where delivery of moveable goods is concerned, prices stated in a quotation shall bind seller only if buyer accepts this quotation within 8 days upon dateline of said quotation.

**3.3.1** Where buyer places with seller an order to perform repair and/of maintenance work, the price for this work will be calculated based on the time spent on the order in respect of the model as placed by or for seller, increased by the then current retail price for the parts and materials used and consumed for the performance of the order as placed, and increased by the amount in VAT payable. Seller will specify to buyer on demand the hourly rate to be applied.

**3.3.2** The provisions above sub 3.3.1 do not apply if and insofar as buyer and seller have explicitly agreed in writing on a firm price before start of work, in which case buyer will be obligated to pay the price thus agreed upon.

**3.3.3** In departure from the provisions sub 3.3.1. buyer is free when placing the order for repair or maintenance work to demand that seller, having inspected the good on which the repair and/or maintenance work is to be performed, gives buyer an estimate of the costs to be expected in relation to the work. If this estimate is such that buyer regards the costs excessive then buyer can decide against performance of the order, whereby however buyer will be obligated to pay seller the costs of the inspection to be calculated as provided above sub 3.3.1.

**3.4.1** In departure from the provisions above sub 3.2 thru 3.3.3. any and all interim changes in VAT and other indirect taxes and/or increases in import duties and/or excise duties payable by seller can be passed on to buyer. This shall apply equally to increases of purchasing prices that seller needs to pay due to currency fluctuations, increases of prices charged by the manufacturers, and increases as a result of new mandatory levies and/or government taxes coming into force.

**3.4.2** Seller will duly notify buyer of interim price increases occurring as referred to above sub 3.4.1; in such events buyer shall be entitled to dissolve the agreement forthwith but no later than 5 days after seller has notified him of the pertinent price increase, however emphatically

only to the extent that said agreement at that moment has not yet been performed and on the explicit condition that buyer will pay seller the initially agreed upon price for the part of the agreement that has been performed.

#### **4. AGREEMENT**

The agreement must at all times be set forth in writing or via electronic means. A copy of each written agreement is to be issued to buyer. The absence of an agreement set forth in writing or via electronic means shall not however render such an agreement null and void.

#### **5. PAYMENT**

**5.1** The venue of cash payment will consistently be the office of seller; if it has been agreed that buyer will pay after receipt of an invoice then buyer shall pay either by crediting a bank account designated by seller or in cash at the office of seller.

**5.2.1** Payments shall always be in cash at delivery by seller of the goods to be delivered and/or immediately upon performance of the work to be performed and/or services to be provided by seller; such however to be otherwise if and insofar as explicitly agreed upon in writing between buyer and seller.

**5.2.2** Seller will inform buyer when he has received goods to be delivered to buyer and/or when he has completed the work to be performed and/or services to be provided for the benefit of buyer; buyer shall forthwith, but no later than 14 days after seller has informed him that the good to be delivered and/or the good on which seller has performed work can be picked up, pay in cash, except if and insofar as a different period has been explicitly agreed upon in writing. If and when buyer exceeds the payment period within the meaning of this sub-clause 5.2.2. then he shall be in default.

**5.3.1** If seller and buyer have agreed that buyer will pay only upon receipt of an invoice then buyer shall have paid no later than within 14 days upon the date of the pertinent invoice. The date of interbank payment shall consistently be the value date of the credit transaction as appears on the pertinent bank statement of the bank account of seller to which the amount payable has been credited.

**5.3.2** If buyer is to pay only upon receipt of an invoice and if buyer has not paid within the period stated sub 5.3.1. above then buyer shall be in default effective the 15<sup>th</sup> day after the date of the pertinent invoice.

**5.4.1** If and insofar as buyer is in default within the meaning of 5.2.2. and/or 5.3.2. above then buyer shall owe 1% interest over the pertinent invoice amounts per month, whereby part of a month will be a whole month unless the statutory commercial interest is higher, in which case the statutory commercial interest shall be payable. The interest over the due and payable amount will be calculated from the moment that buyer is in default up to the moment of full and final settlement of the amount payable.

**5.4.2** If and insofar as buyer is in default within the meaning of 5.2.2. and/or 5.3.2. above then seller shall be entitled to turn the collection of the amount payable by buyer over to a third party; if and when seller has thus turned the collection over to a third party then buyer shall owe extra-judicial costs amounting to at least 15% of the invoice amounts for which buyer is in default. The extra-judicial collection costs shall in any event be a minimum of € 75.-. If seller however has incurred higher collection costs that are reasonably required then the costs effectively incurred shall be compensated. This leaves intact the right of seller to claim full damages.

**5.5** Seller is at all times entitled to demand from buyer full or partial advance payment with respect to goods to be delivered and/or work to be performed by seller if and when the purchasing price or the price of the work to be performed exceeds, or is likely to exceed, an amount of € 500.-. Buyer can pay seller the thus established advance payment, but can alternatively pledge security to seller's satisfaction by for instance furnishing a bank guarantee.

## **6. COMPLAINTS**

To be valid, complaints must have been submitted in writing to seller within 8 days upon receipt of goods. Buyer is moreover required to note on the receipt all complaints for reason of a short count, deviation from the order specifications possibly set forth in our confirmation of sale, or externally visible damage events. Complaints do not entitle buyer to suspend making any payments, and compensation is explicitly excluded. If the complaint is accepted then seller will, at his discretion, either pay fair compensation amounting to no more than the invoice value of goods delivered or replace the goods delivered at no payment after seller has received the original goods returned by buyer. Seller shall be under no obligation to make further compensation; indirect damage shall not be compensated. No complaints can be lodged after the goods have been manipulated or processed.

## **7. RETENTION RIGHT and RESERVATION OF TITLE**

**7.1** Seller explicitly reserves the right of retention whereby he is entitled to retain any good in his possession on which he is performing work until such time as buyer will have satisfied all his financial obligations to seller relating to the pertinent good or similar goods, as well as to claim any and all interest due, collection costs payable as well as storage and garaging costs and any and all damages.

**7.2** All goods to be delivered by seller shall remain the property of seller until such time as buyer will have satisfied all his financial obligations regarding the good, including any and all interest due, collection costs payable as well as storage and garaging costs and any and all damages.

## **8. PURCHASE OBLIGATION**

If and insofar as seller in the context of the agreement with buyer is required to place an order for a good with a third party then buyer shall be obligated to buy said good.

## **9. STORAGE and GARAGING COSTS**

If and insofar as buyer has not picked up a good within the period of 14 days, in the meaning of 5.2.2. above, after seller has notified buyer that said good is being held available for buyer, including when seller invokes the circumstance that buyer is defaulting on his payment obligations, then buyer shall be obligated to compensate seller for the latter's consequent payment and storage costs. The payment and storage costs will be calculated on the basis of the rates that seller normally applies for these services.

## **10. DELIVERY PERIODS**

If a period has been agreed for delivering goods, performing work and providing services then such shall never be an absolute deadline. Exceeding a delivery period shall be imputable to seller only if said period goes beyond the criteria of reasonableness. Where delivery of a static caravan or other goods is concerned, exceeding the delivery period by three months or less shall not be regarded between buyer and seller as a period that goes beyond the criteria of reasonableness.

## **11. PASSING OF RISK**

**11.1** All goods to be delivered by seller shall be fully for risk of buyer from the moment that buyer has control or, if such is sooner, effective the fifteenth day after seller has notified buyer that the pertinent good is being held at his, buyer's, disposal.

**11.2** Goods presented to seller for repair or maintenance shall remain for buyer's risk during the maintenance and repair period.

**11.3.1** If at the formation of a purchase agreement, whereby seller will deliver a good to buyer, buyer and seller have agreed that buyer will trade in a good then the good to be traded in shall be for risk of seller only from the moment that seller has taken effective possession of said good.

**11.3.2** If between the moment of the formation of the purchase agreement and the moment when seller takes possession of the trade-in good, a period of time has expired, and buyer and seller have already agreed at the formation of the purchase agreement a trade-in price for said trade-in good then seller shall be obligated to deduct this agreed trade-in price from the purchase price of the good to be delivered by him, seller, only if and insofar as at the moment that seller takes possession the trade-in good is still in the state it was at the moment of the formation the purchase agreement.

**11.3.3** If the state of the trade-in good at the moment that it is put at the disposal of seller varies only slightly from the state in which the trade-in good was at the moment of the formation of the purchase agreement then seller will be entitled to deduct an amount from the trade-in price that is equal to the costs that would normally be charged by seller to buyer for the work required to return the good to the state it was in at the moment of the formation of the purchase.

**11.3.4** If the state of the trade-in good at the moment that it is put at the disposal of seller varies significantly from the state in which the trade-in good was at the moment of the formation of the purchase agreement then seller can choose to refuse the trade-in or, as the case may be, to deduct from the agreed trade-in price the costs in the meaning of the preceding sub-clause. The definition of a significant variation, in the meaning of the preceding sentence, shall be a situation where the costs for the work required to return the trade-in good to the same state it was in at the moment of the formation of the purchase agreement, such calculated on the basis of the rates usually charged by seller for such work, exceed the amount of € 500.-.

## **12. FORCE MAJEURE**

**12.1** Seller shall not be obligated to perform an obligation it has towards buyer if impeded from doing so due to a circumstance that is not attributable to negligence and that is not for his account by law, legal act or generally accepted practice.

**12.2** A force majeure situation in these Delivery Conditions shall be, in addition to its definition by statute and case law, all external causes, foreseen or unforeseen, that are beyond the control of seller but that cause seller to be unable to perform his obligations.

**12.3** A force majeure situation shall in any event be the situation where the manufacturer, supplier, respectively, from whom seller purchases the goods cannot, due to whatever cause, make delivery or timely delivery. Seller accepts no liability for this towards buyer.

**12.4** In a force majeure situation seller is entitled to either extend the delivery period or to cancel the purchase insofar as it is being impacted by the impeding cause. Upon buyer's

written request to seller, seller will inform buyer of his choice within 14 days upon receipt of said request. Suspension of delivery and/or termination of the agreement shall not obligate seller to pay damages to buyer.

### **13. WARRANTY**

**13.1** The goods to be delivered, work and/or services to be provided by seller shall satisfy the generally accepted requirements and standards as these reasonably pertain to said goods at the moment of delivery and when used for their intended purpose.

**13.2** No warranty covers the quality of the repair and/or maintenance work to be performed by seller in case of buyer's or third parties' inexpert or reckless use of the good on which work has been performed, nor does any warranty apply in case of any use by buyer or third parties of the good on which work has been performed that does not fit the purpose and/or the use for which the pertinent good is intended.

**13.3** Without prejudice to the provisions in 13.1 above the quality of the static caravans or other goods delivered comes under warranty from seller as per the conditions applied by his supplier, the content of which conditions seller shall communicate to buyer at the formation of the purchase agreement. The provisions in the preceding sentence shall not apply if the conditions applied by the supplier are unreasonably onerous for buyer.

**13.4** Without prejudice to the provisions in 13.2 above, the quality of the repair and maintenance work performed by or upon instruction of seller is covered by warranty for the duration of three months after completion of the pertinent work. Buyer cannot invoke this warranty if and insofar as since the repair and maintenance work performed by or upon instruction of seller, buyer himself or third parties have performed work on the pertinent good.

### **14. LIABILITY**

**14.1** Seller shall not be liable for damage, of any nature, arisen as a result of assumptions by buyer based on inaccurate and/or incomplete information supplied by or on behalf of seller.

**14.2** Seller shall not be liable for the consequences of inexpert or reckless use by buyer of the goods delivered nor for the consequences of inexpert or reckless use by third parties of the goods delivered. Nor can seller be held liable for the consequences of a use of the goods delivered that does not fit the purpose of and/or the use for which the good delivered is intended.

**14.3** Seller shall not be liable for any damage, either direct or indirect.

**14.4** If seller proves liable for any damage then seller's liability shall be limited at most to the invoice amount, i.e. the portion of the invoice amount to which the liability relates.

**14.5** Seller's liability shall in any event consistently be limited to the amount of the payment made by his insurer as and when this occurs.

**14.6** The limitations of liability defined in this article shall not apply if the damage is imputable to intention or gross negligence on the part of seller.

### **15. HOLDING HARMLESS CLAUSE**

**15.1** Buyer shall hold harmless seller against any claims by third parties for damage that is incurred in connection with the performance of the agreement and whose cause is imputable to a party other than seller.

**15.2** If seller is held liable on this account by third parties then buyer shall be obligated to assist seller both in and out of court and to forthwith do all that in such an event he is expected to do. Should buyer default on taking adequate steps then seller shall be entitled, without defaulting notice being required, to himself adopt such steps. All costs and damage on the side of seller and third parties consequently arisen shall be fully for buyer's account and risk.

## **16. SUSPENSION, DISSOLUTION and TERMINATION**

**16.1** If buyer does not satisfy duly and on a timely basis an obligation from the agreement then buyer shall be in default by operation of law and seller shall be entitled, without any defaulting notice and without judicial intervention being required, to suspend the performance of all agreements concluded with buyer or dissolve same in whole or in part, without seller being liable for any damages.

**16.2** If the dissolution is imputable to buyer then seller shall be entitled to compensation of the damage including costs, consequently arisen, both directly and indirectly.

**16.3** In the event of liquidation, of (filing for) suspension of payment or bankruptcy, of attachment – if and insofar as such attachment is not lifted within three months – levied against buyer, or of a circumstance preventing buyer from disposing freely of his capital, seller shall be at liberty to forthwith terminate or cancel with immediate effect the agreement without any obligation on his part to pay any damages or indemnification. In such an event seller's claims on buyer shall be immediately due and payable.

## **17. APPLICABLE LAW, DISPUTES and LANGUAGE**

**17.1** All (urgent) disputes relating to all agreements concluded with seller shall be exclusively subject to the laws of the Netherlands, also when such an agreement is performed in whole or in part in another country or when the other party in the (urgent) dispute has his residence or registered office in such another country. Applicability of the Vienna Sales Convention (CISG) is excluded.

**17.2** All disputes relating to any agreement concluded with seller will at all times be brought before the competent Dutch courts in the Court District where seller has his registered seat.

**17.3** Construction and interpretation of the wording of these Delivery Conditions shall be with reference to the Dutch language version.