

General Business Conditions

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of:

The private limited liability company Plus Power Group B.V., also trading under the trade names "SpacePen.eu" and "Allwrite.com", hereinafter referred to as the User, established in Soest, with offices at (3763 LS) Soest at Zuidergracht 21-20, The Netherlands.

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Article 1 - Definitions

In these conditions the following terms have the following meanings:

1. User: Plus Power Group B.V. and / or one of the aforementioned trade names, which offers products and / or services to customers remotely;
2. Customer: every customer / counterparty, not being a consumer, with whom the user negotiates or contracts are concluded;
3. Distance contract: an agreement in which, within the framework of a system organized by the entrepreneur for the distance selling of products and / or services, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
4. Technique for distance communication: means that can be used to conclude an agreement, without the customer / counterparty, other than the consumer, and the entrepreneur having simultaneously come together in the same space;
5. Durable data carrier: any means that enables the buyer / counterparty or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.

Article 2 - Applicability

1. These general terms and conditions apply to every offer from the user and to every agreement (at a distance) concluded between the user and the customer / counterparty.

User explicitly rejects the applicability of any general terms and conditions of the customer / counterparty.

Article 3 - Conclusion of the agreement

1. All offers and / or quotations from the user are always without obligation and count as a whole. An offer or quotation expires if the product to which the offer or quotation relates is no longer available or is (temporarily) unavailable. In all other cases, an offer or quotation will lose its validity if a customer has not agreed in writing to the offer or quotation made within 10 days.
2. Images, drawings, sizes, quantities, weights, price lists, printed matter, brochures, mailings, letters, faxes, emails, websites, advertisements, advertisements, provided by the user as well as all other general information provided by the user, give a general representation of what is offered, but are not binding.
3. User can revoke the offer immediately after acceptance thereof even if our offer contains a term for acceptance and acceptance takes place within this period. Revocation will in any case count as immediate, if it occurs within 2 working days after acceptance.
4. The user cannot be held to its offers or quotations if the customer / counterparty can reasonably understand that the offers or quotations, or any part thereof, contain an obvious mistake or error.
5. A distance contract is in any case considered to have been concluded if the user has started the execution of an assignment, but not earlier than after receipt of an electronic order confirmation by the customer / counterparty (not being a consumer).
6. A telephone or verbal offer or quotation is only considered to have been agreed upon after the user has confirmed this offer or quotation to the customer in writing, including email.
7. The scope of our obligations is exclusively determined by the order confirmation, unless expressly agreed otherwise in writing.

Article 4 - Delivery

1. Stated or agreed delivery times never count as deadlines. The user will not be in default by simply exceeding a period, and the customer will not be able to dissolve the agreement in whole or in part. In that case, the customer is not entitled to compensation. In the event of late delivery, the user must therefore be given written notice of default, granting a reasonable period of time for fulfilment. A reasonable period is in any case the period that is considered to be reasonably applicable in the industry.
2. At the user's choice, the services of a reliable (international) carrier are used for all deliveries. Unless agreed otherwise in writing with the customer, delivery takes place ex warehouse user. From the moment of delivery, the risk (of loss, decay of damage, etc.), regardless of the cause, is transferred to the customer.
3. User is entitled to deliver and invoice in parts.
4. If the customer does not purchase the goods or does not take them on time, the user will store them at the customer's expense and risk and the user may demand payment as if the delivery has taken place. The customer will then have the opportunity to purchase the goods for a maximum of 25 days against payment of all costs arising from the non-timely purchase. The latter costs are also due if the customer no longer purchases them at all.

Article 5 - Inspection, control and complaints

1. The customer will inspect these goods upon delivery and arrival of the goods and check whether the delivery conforms to the agreement, failing which he will notify the user of this in writing immediately, but in any case within 2 working days after receipt, stating reasons.

Slight deviations deemed acceptable in the trade regarding quality, colour, weight, etc. do not constitute grounds for complaints.

2. The customer can no longer invoke a non-visible defect in the case or service if he does not inform the user within a reasonable time, which is no longer than 2 working days, after he has discovered the defect or should reasonably have discovered it.
3. The customer will at all times offer the user the opportunity to repair any defects.
4. The customer cannot derive any rights from handling a complaint. Complaints do not release the customer from his payment obligations towards the user.
5. In default, the customer is obliged to immediately stop the use, processing, processing and / or installation of the relevant goods and to do everything reasonably possible to prevent (further) damage.
6. The customer loses all rights and powers that were available to him due to a defect if he is not within the above under 5.2. deadlines and on the above under 5.2. has protested and / or has not given the user the opportunity to repair a defect.
7. Returns of the goods delivered by the user can only be made after the prior written consent of the user.

Article 6 - Prices

1. Unless agreed otherwise in writing or clearly stated otherwise, all prices and rates in euros are exclusive of VAT and transaction costs.
2. The prices are based on the prices, rates, wages, taxes, duties, charges, etc. existing during the offer. In the event of an increase in one or more of the cost price factors, the user is entitled to increase the price accordingly. Such a price increase does not entitle the customer to dissolve the agreement.
3. The prices are always exclusive of levies, whether or not levied by the government, in connection with the sale or use of items to be delivered by the user, including environmental taxes, disposal fee and packaging arrangements. The user is entitled to charge the relevant levies and costs to the customer.

Article 7 - Payment

1. Unless otherwise agreed in writing, payment must be made by deposit or transfer to a bank account designated by the user within fourteen (14) days after the invoice date. The value day stated on the user's bank statements is regarded as the day of payment.
2. Payment will be made without setoff or suspension for any reason.
3. Payment must be made at once, unless payment in instalments has been agreed, whereby each expired period is deemed to constitute a separate payment.
4. If the customer does not pay the amounts due within the agreed term, the customer will be in default by operation of law and, without prejudice to its other rights, the user is entitled to pay the customer an interest of 1.5% per month on the entire amount due, plus € 25 reminder costs, from the due date of the invoice concerned up to and including the day of full payment. The costs of collection, both judicial and extrajudicial, will be borne by the customer. The extrajudicial collection costs are set at 15% of the unpaid part of the principal sum, with a minimum of € 340.00. The amounts included in the user's books for the aforementioned costs will provide full proof of the course thereof.
5. If the user sees reason to do so, the user may demand further security, failing which it may suspend the execution of the agreement.

6. Unless otherwise agreed in writing in advance, the first three orders for new relations will be delivered after advance payment. As long as the user has not allowed a credit limit, delivery will only be made by cash on delivery or by prepayment.
7. If the customer fails to fulfil any obligation under the agreement or fails to do so in a timely manner, makes a debt settlement with his creditors, applies for a moratorium, becomes bankrupt, closes or transfers his company, if an attachment is levied or in case of reasonable grounds for compliance by the customer is no longer to be expected, any claim of the user against the customer is immediately due and payable in its entirety. The user also has the right to dissolve the agreement to the extent that it has not yet been (fully) executed without further notice of default or judicial intervention and to take back the goods that have not yet been paid, all this without prejudice to the user's right to payment or to compensation, and its right to suspend performance of the agreement.

Article 8 - Retention of title and right of suspension

1. The user retains ownership of all goods delivered or to be delivered by the user to the customer as long as the customer has not paid our claims under these or similar agreements, as long as the customer owes the amount owed in respect of work performed or yet to be performed from this or similar agreements have not yet been paid and as long as the customer has not paid the user's claims due to failure to comply with such agreements, including claims regarding interest and costs.
2. As long as the customer has not paid the above claims, he is not entitled to establish a pledge or a non-possessory pledge or any other right on the goods delivered or to be delivered by the user. The customer undertakes to declare to third parties who wish to establish such a right thereon that he is not authorized to establish a (pledge) right. Failing which the customer will be guilty of embezzlement. Furthermore, the customer undertakes in particular to store and store the goods separately and designated as the property belonging to the user, while the customer until the user has paid in full. The customer is not entitled, among other things, to alienate the goods without our written prior permission, except in the normal manner for his business operations, to rent them out, to use them or to move them out of his company or to encumber them in any other way.
3. The customer must always do everything that can reasonably be expected of him to safeguard the property rights of the user.
4. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the customer / counterparty is obliged to immediately inform the user thereof.
5. The user has the right to suspend the fulfilment of his obligation to issue the goods, including documents, for example, until the customer has paid all claims of the user.

Article 9 - Force of the majority

1. User is not obliged to fulfil any obligation to the customer if he is hindered to do so as a result of a circumstance that is not due to fault and is not at his expense by law, legal act or prevailing views.
2. Circumstances as referred to in the previous paragraph include:
terrorist attacks, wars, trade embargoes, natural disasters, strikes, stagnation in the supply of necessary goods or semi-finished products, fire and comparable circumstances with the user or our suppliers, regardless of whether they were foreseeable when the agreement was entered into.

3. If due to force majeure or other extraordinary circumstances as mentioned above, the user is not able to fulfil our obligations under the agreement or fails to do so in time, the user has the right to perform the agreement within a reasonable period of time, or - if compliance it is not possible within a reasonable period of time to declare the agreement fully or partially dissolved, without being obliged to pay any compensation.
4. In that case, the customer / counterparty is not entitled to dissolve the agreement before the force majeure has lasted 3 months. Neither during these 3 months, nor in case of dissolution after the expiry of 3 months, the customer is entitled to compensation.
5. If at the time of the occurrence of force majeure the user has partially fulfilled his obligations under the agreement or will be able to fulfil them, and the part that has been fulfilled or to be fulfilled has independent value, the user is entitled to invoice the part already fulfilled or to be fulfilled. The customer is obliged to pay this invoice as if it were a separate agreement.

Article 10 - Warranty

1. During the warranty period (s) shown for each individual product, the user guarantees that the delivered goods comply with the agreement and with the requirements to be set in normal trade.
2. The warranty obligations of the user do not give the customer any other right than to replace or repair the delivered goods. Repair under the warranty does not lead to a corresponding extension of the warranty period.
3. The user is released from his warranty obligations if other goods than those prescribed by the user are used and third parties have performed work and / or if the defect was caused by improper use, normal wear or use of the delivered goods in deviation from the user's regulations provided.
4. The warranty only applies if the customer has fulfilled all obligations to the user.
5. Any repair outside of the applicable warranty will be charged by the user.
6. In case of repair or replacement of defective goods under warranty, the customer is obliged to return the goods at his own expense to an address to be specified by the user.

Article 11 - Liability and indemnity

1. User's liability is expressly limited to the warranty obligation described in Article 10. User explicitly excludes any further liability towards the customer for all damage, for whatever reason, including all direct and indirect damage, such as consequence or business damage, except for liability for damage caused by gross negligence of user and / or our employees.
2. If and insofar as any liability should rest on the user, for whatever reason, this liability is at all times limited to the amount invoiced for the relevant agreement and the principal sum excluding VAT or, if that is higher to the amount that the user with regard to the damage of third parties or insurers, with a maximum of € 5,000.00 per claim or related series of cases.
3. The user is not liable for damage caused by following the instructions of the customer or by working with the customer's goods, employees and / or auxiliary persons, in the broadest sense of the word.
4. User is not liable for damage if the customer himself or through a third party has made changes to or has performed work on the goods delivered by the user and / or if the customer has used these items for other than normal (business) purposes.
5. Without prejudice to the provisions of Article 4, damages as referred to in this Article must be reported to the user in writing within one year of their occurrence, on pain of forfeiture of any claim for compensation.

6. The customer / counterparty indemnifies the user against all claims from third parties for damage, directly or indirectly related to the delivered goods.

Article 12 - Dissolution

1. Without prejudice to the other provisions in these conditions, the user can unilaterally dissolve the agreement in the event that the customer ceases his business activities, goes into liquidation, applies for a moratorium, applies the debt rescheduling arrangement as referred to in article 284 Bankruptcy Act requests against him, is declared bankrupt, the control in the company changes and / or the company is affected by an attachment that will not be lifted within 30 working days after the attachment date.
2. In the case as stated in 12.1. The user is entitled to charge the customer the damage suffered by the user as a result of the dissolution.

Article 13 - Risk transition

1. The risk of loss, damage or depreciation passes to the customer the moment goods are brought into the customer's control.

Article 14 - Intellectual property

1. The customer indemnifies the user against all claims from third parties for compensation, directly or indirectly related to goods delivered by the user, in accordance with designs, drawings, data or other instructions provided by the customer, which would violate the intellectual property rights of these third parties.
2. User reserves the right to stop deliveries immediately if the third parties referred to in the previous paragraph object to that delivery.

Article 15 - Applicable law and disputes

1. All our agreements are governed exclusively by Dutch law.
2. The provisions of the Uniform Law on the International Sale of Physical Matters (Law of December 15, 1971, Official Gazette 780 and 781) and of the Vienna Sales Convention (Convention of the international Sale of Goods) do not apply, nor do any future international regulations on the purchase of movable tangible property, the effect of which can be excluded by the parties.
3. All disputes arising from agreements concluded with the user will be submitted to the competent court in Utrecht.
4. It in 15.3. certain do not affect the user's right to submit the dispute to the court that has jurisdiction under normal competence rules.
5. With regard to the interpretation of international trade terms, the "I.C.C. Incoterms as compiled by the International Chamber of Commerce in Paris (I.C.C.) apply.

Article 16 - Final provisions

1. These conditions have been filed with the Chamber of Commerce Gooi-, Eem-and Flevoland in Almere, The Netherlands.
2. The most recently filed version or the version that applied at the time of the establishment of the legal relationship with the user is always applicable.
3. Should one of the provisions of these conditions be invalid and / or be declared invalid, the validity of the other provisions will not be affected. Instead of the invalid and / or void article member, it is deemed to have been agreed upon a provision that most closely approximates the intention and spirit of the invalid and / or voided article member in the context of what is legally possible.

4. User can change these conditions at any time in the future.
5. The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.
6. These conditions can be cited as "General Conditions of Sale 2017".