

article 1. General

1. These conditions are applicable to all offers, quotations and agreements between AMYCON, hereafter referred to as : "Supplier", and a Customer to which the Supplier has declared these conditions applicable, in so far that these conditions are not specifically deviated from in writing by the parties.
2. The mentioned conditions are also applicable on agreements with Supplier, in case the Supplier has to involve third parties for completing the agreement.
3. These general conditions also apply to the employees of the Supplier and the management.
4. The validity of possible purchase- or other conditions of the Customer are explicitly declared not valid.
5. In case one or more articles or parts of articles in these general conditions at any certain time should be declared and agreed to be invalid, all other general conditions remain fully applicable. Supplier and Customer will at that time consult with each other in order to agree new articles or part of articles as replacement of the non valid parts, whereby as far as possible, the meaning and intention of the original part shall be maintained.
6. In case of uncertainty about the explanation of one or more parts in these conditions, then the explanation has to be done according to "the spirit" of these parts.
7. In case a situation occurs which is not arranged in these general conditions, then this situation needs to be approached according to the spirit of these general conditions.
8. In case the Supplier does not adhere to the strict compliance of these conditions, this does not mean that the provisions of it are not applicable, or that the Supplier would loose the right to employ strict compliance of these conditions in other cases.

article 2 Offers and quotes

- 1 All offers and quotations of the Supplier are without obligation, unless a term for acceptance is mentioned in the offer. In case no term of acceptance is mentioned, the offer does not constitute a basis for any legal rights from the side of the Customer if in the mean time the service or work on which the offer or the quotation is based is no longer available or applicable.
- 2 The Supplier cannot be bound to any offers or quotations in the case that the Customer can reasonably understand that the offers or quotations, or parts of it are an evident mistake or typing error.
- 3 In the offers or quotations, mentioned prices are excluding VAT and other governmental taxes. Other possible expenses related to the service are also excluded in the quotation, such as travel- lodging- and administrative costs, unless otherwise mentioned.
- 4 In case the acceptance deviates at all from the offer described in the proposal, then the Supplier is not bound thereto, unless the Supplier specifically indicates differently.
- 5 A quotation in various parts does not oblige the Supplier to accept services of a part of the quotation at an equivalent partial price. Quotations or offers are not automatically valid for future orders.

article 3 Contract period; work period, risk-transfer, execution of the services and change of agreement; change of costs

1. The agreement between the Supplier and the Customer is made for an unlimited period, unless from the nature of

the agreement it can be concluded differently or unless parties specifically agree differently in writing.

2. In case for the execution of the work a certain period has been indicated or agreed, then this is never a definite period. On exceeding the period the Customer has to declare in writing to the Supplier that he is in default. The Customer has to offer the Supplier a reasonable period to complete the services in the agreement.
3. The Supplier will do the work/service to the best of his abilities and according the requirements of good workmanship.
4. The Supplier has the right to have certain work done by third parties. The applicability of article 7:404, 7:407 lid 2 and 7:409 BW (Dutch Law) is specifically declared not valid.
5. In case work is done by the Supplier or third parties involved by the Supplier in connection with the agreement on the premises of the Customer or at a location indicated by the Customer, then the Customer will make available free of charge all reasonable facilities for these workers.
6. Delivery will be ex works of the Supplier. The Customer is obliged to accept the items/work at the moment these are made available. In case the Customer would refuse to accept the delivery or is in default with the supply of information or instructions required for the delivery, then the Supplier has the right to archive the items/work at the risk and expense of the Customer. The risk of loss, damage, or loss in value is transferred to the Customer from the moment the items/work are made available to the Customer.
7. Supplier has the right to work out the agreement in various phases and send invoices for these parts as well.
8. In case the agreement is worked out in phases the Supplier can postpone the working out of parts belonging to a next phase until the Customer has approved in writing the previous phase.
9. The Customer takes care that all information, that the Supplier indicates is required or that the Customer reasonably should know is necessary for the working out of the agreement is made timely available to the Supplier. In case for the agreement, required information is not timely made available to the Supplier, then the Supplier has the right to postpone the execution of the agreement and/or to charge the Customer with the extra costs from the delay as a result of the then applicable rates. The working period does not start until the Customer has made the required information available to the Supplier. Supplier is not liable for damage of whatever kind, in case the Supplier has based its work on incorrect and/or incomplete information supplied by the Customer.
10. In case it becomes evident during the execution of the agreement that for a proper execution it is necessary to change the agreement, then parties will timely liaise to amend the agreement. In case the nature, amount or contents of the agreement, whether or not on request of the Customer, or authorized bodies etc. is changed and the agreement is changed thereby in quantity and / or quality then this may have consequences on the original agreement. Thereby also the original agreed amount may be raised or lowered. The Supplier will quote for this as far as possible. By changing the agreement also the original agreed period of execution may be changed. The Customer accepts the possibility of changing the agreement, including the changing in price and the period of execution.

11. In case the agreement is changed, including possible additions, then the Supplier is entitled to execute the work not before the changes have been agreed by the Supplier and the Customer has agreed with the for the execution given price and other conditions including the then to agree timing in which the work will be done. The not immediate execution of the changed agreement is not a non performance of the Supplier and cannot be a basis for the Customer to cancel the agreement.
12. Without creating a non performance situation by the Supplier, the Supplier may refuse a request of a change of the agreement if this could affect quality and / or quantity of the work to be carried out or to be delivered in connection with this.
13. In case the Customer is in default in relation to a decent compliance of what he is obliged to in relation to the Supplier, then the Customer is liable for all damage on the side of the Supplier directly or indirectly caused by this.
14. In case the Supplier agrees with the Customer a fixed fee or a fixed price, then the Supplier can nevertheless at all times raise the price. without that the Customer has the right to cancel the agreement for this reason, in case the increase in price is caused by a right or obligation resulting from law or legislation or is caused by a price increase of materials, wages etc. or on other grounds which could not reasonably have been foreseen at the signing of the agreement.
15. In case the price increase not caused by a change of the agreement amounts to more than 10% and happens within three months after the conclusion of the agreement than it is the sole right of the Customer to call for "titel 5 afdeling 3 van Boek 6 BW" to cancel the agreement by means of a written statement, unless
 - the Supplier is still prepared to execute the agreement on the basis of the original agreed conditions;
 - the price increase follows from a right or an obligation put on the Supplier by law;
 - it was agreed that the delivery will take place more than three months after the agreement was concluded;
 - or, at delivery of a service, it was agreed that the delivery would take place more than three months after the conclusion of the agreement.
3. In case the agreement is cancelled, the financial claims of the Supplier on The Customer are immediately claimable. In case the Supplier postpones the compliance of the obligations by the Customer then he maintains his legal rights and his rights from the agreement.
4. In case the Supplier proceeds with suspension or cancellation of the agreement then he does not have an obligation in any way to make good the damage or costs which are caused by this.
5. In case the cancellation is caused by the Customer, the Supplier is entitled to payment of damages, including the costs which are directly or indirectly caused by this.
6. In case the Customer does not comply with their obligations according the agreement and this non compliance justifies a cancellation, then the Supplier has the right to cancel the agreement straight away without any obligations from his side for payment of any liquidated damages or other damages, while the Customer because of his default is obliged to pay compensation or damages.
7. In case the agreement is intermediately cancelled by the Supplier, then the Supplier will liaise with the Customer for transfer of the work still to be done by third parties. This applies unless the cancellation is caused by the Customer. In case the transfer of the remaining work causes additional costs then these will be charged to the Customer. The Customer is obliged to pay these costs in the applicable period, unless the Supplier indicates differently.
8. In case of liquidation, or, (request of) suspension of payments, or, bankruptcy, or, confiscation- if and insofar the confiscation is not released within three months- this will be at the expense of the Customer, by means of debt relief or another circumstance whereby the Customers properties are no longer at his disposal. The Supplier is allowed to promptly and immediately cancel the order or the agreement, without any obligation on his side to pay any damage or liquidated damage. The claims of the Supplier on the Customer can in this case be called in immediately.
9. In case the Customer cancels an agreed order as a whole or partly, then the works which were completed and the for this work ordered or finished parts, with additional possible supply- and delivery costs of this work and the for the agreement reserved, working time will be integrally invoiced to the Customer.

article 4 Suspension, cancellation, and intermediate termination of the agreement

1. The Supplier is entitled to suspend compliance of the obligations or to cancel the agreement, in case the Customer does not complete, or does not in a timely manner comply with the obligations within the agreement, or, after concluding the agreement it has come to the attention of the Supplier that there are good reasons to fear that the Customer will not comply with its obligations, in case the Customer has been asked at the conclusion of the agreement to supply a security for its obligations from the agreement and this security is lacking, or, in case of delay from the side of the Customer it cannot reasonably be expected that the Supplier will conclude the agreement according the originally agreed conditions.
2. Furthermore the Supplier is entitled to cancel the agreement in case circumstances occur which are of such a nature that execution/compliance with the agreement is impossible or if other circumstances occur which are of a nature that unaltered maintaining of the agreement cannot reasonably be asked of from the Supplier.

article 5 Force Majeure

1. Supplier is not obliged to fulfil any obligation in relation to the Customer if he is hindered by circumstances for which he is not liable, nor if according to the law, a legal act or the normal legislation is not for his account.
2. Under Force Majeure in these general conditions is understood, next to what is mentioned about this in the law and in legal practice, all external causes, foreseen or unforeseen, on which the Supplier does not have any influence, but which cause that the Supplier is not capable of fulfilling his obligations including work strikes in the company of the Supplier including third parties. Supplier is also entitled to claim on Force Majeure if the circumstances prevent the (further) compliance of the agreement in case it occurs after the Supplier should have completed the agreement.
3. Throughout the duration of the Force Majeure, The Supplier can suspend the obligations according the agreement. If this period extends for a period longer than two months, then the both parties have the right to cancel

the agreement, without an obligation for compensation of damage to the other party.

4. Insofar the Supplier at the time of the start of the Force Majeure has partly completed his obligations of the agreement or will be able to complete this, and the completed or to be completed part represents a separate value, then the Supplier has the right to send an invoice for the completed or to be completed part. The Customer is obliged to pay this invoice as if there would be a separate agreement.

article 6 Payments and collection costs

1. Payments are always to be done within two weeks after the date of the invoice, in a way to be indicated and in the currency as indicated on the invoice, unless it is indicated differently by the Supplier in writing. The Supplier has the right to invoice periodically.
2. In case the Customer fails to pay an invoice in time, then the Customer is legally in default. In such a case the Customer is liable for paying a monthly interest of 1% per month unless the legal interest is higher in which case the interest to pay is the legal interest. The interest over the amount due will be calculated from the moment that the Customer is in default until the moment the full amount is paid.
3. The Supplier has the right to compensate the payments done by the Customer with each other, in the first place as a reduction of the costs, next as a reduction of the interest due and finally as a reduction of the main sum and the normal interest. Supplier can without creating a default, refuse an offer for payment, if the Customer indicates a different sequence and destination for the payment. Supplier can refuse a complete payment of the main sum, if in this payment induced collection costs and all due interest is not included.
4. The Customer is never entitled to compensate his debts to the Supplier. Objections against the amount of an invoice are no ground for the obligation to pay. The Customer is not entitled to make an appeal to "afdeling 6.5.3 (de artikelen 231 tot en met 247 boek 6 BW)" and is also not entitled to suspend the payment of an invoice for another reason.
5. In case the Customer is in default in the (timely) compliance with the obligations, then all reasonable costs and non-judicial proceedings for compensation are at the cost of the Customer. The non-judicial costs are calculated on the basis of what is common practice in the Dutch debt collection practice. In case the Supplier has made higher costs for the debt collection that were reasonably necessary, then the actual made costs are due for payment by the Customer. The possible judicial and execution costs will also be claimed at the Customer's expense. The Customer is also liable for the interest on the debt collection costs.

article 7 Property right

1. The work/services as supplied by the Supplier in connection with the agreement remain the property of the Supplier until the Customer has fulfilled all its duties and obligations from the agreement(s) with the Supplier in a proper way.
2. The Supplier's delivered work/service, according item 7.1 is subject to the Property rights, and cannot be sold to third parties and can never be used as a way of payment. The Customer is not allowed to use the subject falling under the Property rights as a (financial) security or to encumbrance it in any other way.

3. The Customer has to make all normal efforts as can reasonably be expected to conserve the property rights of the Supplier. In case third parties seize the deliveries falling under the property rights or want to put any rights or claims on it, then the Customer is obliged to inform the Supplier immediately. Furthermore the Customer is obliged to insure the deliveries and keep it insured against fire, explosion damage and water damage including theft and to show the policy of this insurance on first request to the Supplier. In case of a possible claim on the insurance the Supplier is the beneficiary of this payment. Insofar as required the Customer already commits himself in advance of his cooperation in this respect if this would be required or necessary.
4. In case the Supplier wants to execute his property rights according this article, the Customer will give in advance the unconditional and definitive permission to the Supplier and any third party to be appointed by the Supplier to access all the places where the properties of the Supplier are present and take repossession of these.

article 8 Guarantees, investigation and claims, time limit

1. The work/services as will be supplied by the Supplier is to conform to the usual requirements and standards as may be reasonably expected at the moment of delivery and for which they are intended with normal use in The Netherlands. The guarantee as mentioned in this article is valid for work/services for use in The Netherlands. For use outside The Netherlands The Customer has to verify if the use of it is suitable for the use abroad and conforms with the required conditions. The Supplier can in this case propose another guarantee- and other conditions for the expected supply or work/services.
2. The mentioned guarantee in item 1 of this article is valid for a period of 3 months after delivery, unless the nature of the delivery concludes otherwise or if parties have agreed otherwise in writing.
3. All forms of guarantee are cancelled if a fault is caused by inappropriate or improper use or use after the due date of use, inappropriate storage or maintenance by the Customer and / or third parties when, without written permission of the Supplier, the Customer or third parties have made modifications to the delivery or have tried to make modifications to it, or attached other items which should not have been attached or in case the delivery was reworked or revised in a different than prescribed way. The Customer also cannot claim on any guarantee if the defect is caused by circumstances on which the Supplier does not have any influence on, including weather conditions (like, but not limited to extreme rain fall or temperatures) etc.
4. The Customer is obliged to examine the delivery immediately, at the moment the delivery is at his disposal or after the work has been completed. Hereby the Customer has to examine if the quality and / or the quantity of what was delivered is compliant with what was stated in the agreement. Possible visible defects have to be reported within 7 days in writing to the Supplier. Possible non visible defects have to be reported also immediately but in any case within 14 days after the discovery of the defect, in writing to the Supplier. The report of the defect has to be as complete as possible, so that the Supplier can react in an adequate way. The Customer has to enable the Supplier to (have) examine(d) the reported defect.

5. In case the Customer claims guarantee in a timely manner, then this does not cancel his payment obligations. In this case the Customer still has to accept and pay the remaining services and what was ordered by the Customer.
6. In case a claim of a defect is made after the guarantee has expired then the Customer has no right on repair, replacement or financial compensation.
7. In case it is obvious that the delivery is defect and a timely claim has been issued, then the Supplier will within a reasonable period after the return of the delivery, or if returning is not reasonably possible, by written statement of the defect by the Customer, at the choice of the Supplier, replace or take care of rectifying or make a replacing financial compensation. In case of replacement the Customer is obliged to return the replaced supply/items to the Supplier and transfer the property of it to the Supplier, unless the Supplier indicates otherwise.
8. In case it is established that a complaint is invalid, then the costs connected with it, including the examination costs on the side of the Supplier, are integrally for the account of the Customer.
9. After the guarantee period all costs for repair or replacement, including administration costs, shipment and travel costs will be invoiced to the Customer.
10. Contrary to the legal deadlines for filing claims the deadline for all claims and defences against the User and the third parties involved by the user for the working out of an agreement is one year

article 9 Liability

1. In case the Supplier should be liable, then this liability is limited to what is arranged in this article.
2. Supplier is not liable for damage, of whatever kind, in case the Supplier has worked with incorrect or incomplete information as supplied by the Customer.
3. In case the Supplier would be liable for any damage, then the liability of the Supplier is limited to a maximum of two times the invoice value of the order, or to that part of the order with which the liability is connected to.
4. The liability of the Supplier is in any case always limited to the amount of the payment of the insurance in case appropriate.
5. Supplier is only liable for direct damage.
6. Under direct damage is understood only the reasonable costs for determining the cause and extend of the damage, as far as the determining is connected with the damage in the sense of these conditions, the possible reasonable costs made for making good according the agreement the faulty work of the Supplier, in so far as these costs can be reckoned as being for the Suppliers account and made to limit or avoid damage, insofar the Customer demonstrates that these costs have led to limitation of direct damage as understood in these general conditions. Supplier is never liable for indirect damage including consequential damage, lost profit,

missed savings and damage caused by company stagnation.

7. The mentioned limitations of liability in this article are not valid in case the damage is caused on purpose or gross negligence of the Supplier or his managing subordinates.

article 10 Safeguarding

1. The Customer safeguards the Supplier against possible claims of third parties who sustain damage in connection with the working out of the agreement and which is caused by a different reason than can be claimed on the Supplier. If the Supplier should be claimed as being liable from this situation, then the Customer is obliged to assist the Supplier in or outside the law and without delay to do everything possible that can be expected. In case the Customer should be in default by not taking adequate measures, then the User is entitled without notification to the Customer to take measures himself. All costs and damages caused by this on the side of the Supplier and third parties, are integrally for risk and account of the Customer.

Article 11 Intellectual properties

The rights and the competences according the "Auteurswet" and other intellectual law and rulings remain with the Supplier. Supplier has the right to use on his side increased knowledge by working on an agreement also for other purposes, insofar that no strict confidential information from the Customer are released to third parties.

article 12 Applicable law and conflicts

1. On all agreements whereby the Supplier is involved only the Dutch Law is applicable, also in case the actual work on an agreement is done wholly or partly abroad or in case the lawful involved party is residing abroad. The application of the Vienna Sales Conventions is excluded.
2. The Judge in (or near) the office facility of the Supplier is exclusively competent to look at conflicts, unless the law prescribes differently. Nevertheless the Supplier has the right to bring the conflict to court at the competent Judge according to the law.
3. Parties will not involve a Judge until they have done their utmost to solve a conflict with a mutual agreement.

article 13 Location and changing

1. These conditions including the original Dutch text version can be downloaded from the website of the Supplier.
2. Applicable is always the latest dated version or as is valid at the time an agreement was concluded with the Supplier.
3. The "Nederlandse" (Dutch) text of the general conditions is always determining for an explanation of meaning.