Terms and conditions for sale and delivery Securitech

GENERAL PROVISIONS

ARTICLE 1 – DEFINITIONS
In the below terms and conditions and the agreements to which they apply, the following terms are understood as follows:

Securitech   The private company, Securitech Detection & Verification B.V. and/or the private company Securitech Expertise B.V. that declare these conditions to be applicable in the context of a quote and/or offer to, or a contract with, a Client.

Client   The entity who gives Securitech an assignment for the delivery and hiring of Products and/or Services, or receives a quotation for this purpose.

Parties   Securitech and Client together.

Agreement   The Agreement between Securitech and Client.

Products   The Products to be delivered or already delivered to the Client by Securitech (including Products to be hired or already hired).

Services   The Services that are provided or will be provided to Client by Securitech.

ARTICLE 2 – APPLICABILITY
2.1   These general conditions are applicable to all the deliveries of Products and Services by Securitech to the Client and are part of all the Agreements with Client and are also applicable to all pre-contractual situations between Securitech and Client, including negotiations and quotations, also if these do not lead to the closing of an Agreement.

2.2   Deviating conditions only apply if they have been explicitly accepted by Securitech in writing and only apply to the Agreement(s) concerned.

2.3   Changes and additions to any provision in the Agreement are only valid if these have been established in writing and signed by both Parties.

2.4   The Agreement, including all conditions that apply to it, presents the full content of the rights and obligations of Parties and applies instead of all written and verbal Agreement(s), statements and or remarks by the Parties prior to it.

2.5   If any provision of these general conditions is not valid for any reasons, the conditions of everything else will remain applicable and the Parties will negotiate about the contents of a new provision, which provision approaches the content of the original provision as closely as possible.

ARTICLE 3 – QUOTATIONS
3.1   All the quotations of Securitech are always without obligation, regarding price, contents, execution, delivery and deliverability. If a quotation contains an offer without obligation and this is accepted by the Client, Securitech has the right to recall the offer within two working days after reception of the acceptance.

3.2   The contents of all price lists attached to the quotation, brochures and other information are specified as accurately as possible. The information in question is only binding to Securitech, if Securitech has specifically confirmed these in writing. Quotations are based on information supplied by Client.

3.3   Without prejudice to what has been established in article 3.1, quotations of Securitech have a limited validity of 8 working days, unless determined otherwise in writing. If a quotation is not accepted within this period, Securitech has the right to change the conditions and the price as recorded in the quotation.

3.4   A composed quotation does not oblige Securitech to perform a part of the assignment for a corresponding part of the price mentioned in the quotation. Offers and quotations do not automatically apply to future orders.

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ARTICLE 4 – RECOMMENDATIONS, DESIGNS AND MATERIALS

4.1 Client cannot derive any rights from advice and information that Securitech provides, if this is not immediately connected to the Agreement.

4.2 Client is responsible for the drawings and calculations, made by the client or on behalf of it and for the functional applicability of the materials prescribed by it or on its behalf.

4.3 Client indemnified Securitech against any claim of third parties regarding the use of, by or on behalf of drawings, calculations, samples, models and such provided by the Client.

4.4 Client can have the materials that Securitech wants to use examined on its own account before they are handled. If Securitech sustains damage because of this, this will be for the account of Client.

ARTICLE 5 – ESTABLISHMENT AND TERMINATION OF THE AGREEMENT

5.1 The Agreement is only established through written acceptance or confirmation by Securitech of an Assignment from the Client, after reception of an assignment through the actual performance of the order in question by Securitech or actual issuing of a Product.

5.2 Work for which no quotation or confirmation of assignment is sent because of the nature and scope, the invoice also applies as a confirmation of an assignment.

5.3 Every Agreement is entered under the suspensive condition of creditworthiness of Client.

5.4 An Agreement can be entered for an indefinite or definite period. The choice of Parties has been established in the individual Agreement.

5.5 Each of the Parties has the right to terminate an Agreement for an indefinite period through a registered letter, taking a notice of two months into account.

5.6 After the agreed period an Agreement for a definite period should be extended for the same period, unless Client or Securitech has made it known through a registered letter at least two months before the date of the end of the period, that the Agreement terminates at the end of the notice period.

ARTICLE 6 – PRICES

6.1 All the specified prices are excluding sales tax (VAT) and excluding all other fees, rights or loads, owed in connection to the execution of the Agreement. Prices are also excluding costs for packaging, transport, duties, insurance, commissioning, dismantling and service/maintenance, unless explicitly determined otherwise in the Agreement.

6.2 If part deliveries will take place as a result of the Agreement, Securitech will have the right to change prices or conditions in between various part deliveries.

6.3 If prices and/or rates of price-determining factors, like wages, materials, currency differences, duties and insurance rates are increased, for whatever reason, Securitech has the right to adjust the price accordingly.

6.4 On March 1st of every year prices will be revised based on the Consumer Price Index (CPI) for all households, based on the annual mutation as published by CBS the Statistics department of the Netherlands, base year 2015 = 100.

6.5 If the execution of the assignment to Securitech is delayed at the request of Client or because of missing information or instructions or other causes that are the responsibility of Client, as a result of this Securitech has the right to increase the prices with extra costs like loss of interest.

6.6 Extra work is calculated based on the value of the price-determining factors that applies at the moment that the extra work is done. Reduced work is calculated based on the value of the price-determining factors that applied at the moment the Agreement is closed.

6.7 If the balance of the reduced work exceeds the extra work, Securitech may charge 10% of the difference of the balances to the Client at the final settlement. This provision does not apply to reduced work resulted as a request by Securitech.

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ARTICLE 7 – PAYMENT

7.1 Payment of invoices of Securitech must be made in the currency as indicated on the invoice in question, within the payment time mentioned on the invoice, without any discount, reduction or settlement. Client does not have the right to suspend its obligations of payment. The value day indicated on the bank statements from Securitech is designated as the day of payment.

7.2 If Client does not meet its obligations towards Securitech within the agreed period, Client shall be in default by operation of law, without any notice of default being necessary. From the moment that the Client is in default to the day of full payment, Client owes a default interest of 1.5% of the amount owed per month or a part of it, without prejudice to the right of Securitech at a full payment of damages according to the law.

7.3 All the costs for collection of what Client owes, both judicial and extrajudicial, will be charged to the Client. This includes, among other things, the costs of seizure, bankruptcy proceedings, collection expenses, as well as the costs of the lawyers, bailiffs and other experts to be approached by Securitech.

7.4 At the first request of Securitech, upon or after entering the Agreement, Client is always obliged to make advance payments, the amount however will be indicated by Securitech. Securitech is not obliged to pay interest over advance payments.

7.5 Securitech has the right to desire a security as its satisfactory for the compliance with obligations of Client.

7.6 Invoices should be accepted and approved by Client, in case Securitech has not received objection in a registered letter within eight working days after the date of the invoice.

7.7 The full claim of payment is immediately due if:
   a. A periodic payment is exceeded.
   b. Client has gone bankrupt or requests suspension of payments.
   c. Matters or receivables of Client are seized.
   d. The Client (company) is dissolved or liquidated.
   e. The Client (natural person) is placed under guardianship or dies.

ARTICLE 8 – DELIVERY/RISK

8.1 The Products are for the risk of Client from the moment "Af Magazijn Oisterwijk/Ex Works Oisterwijk", or from the moment that the purchase has been refused or is deemed to be refused according to article 9.2.

8.2 Securitech has the right to have the delivery take place in parts.

8.3 Upon purchase the delivery takes place "Af Magazijn Oisterwijk/Ex Works Oisterwijk" according to Incoterms 2000; the risk of the matter is transferred at the moment that Securitech makes the Products available to the Client.

8.4 Without prejudice to what has been determined in the previous section, Client and Securitech can agree that Securitech arranges the transport. The risk of storage, loading, transport and unloading is based on the risk of the Client. Client can insure itself against these risks.

8.5 If Securitech installs and/or assembles the Products, the risk of the Products will also be transferred at the moment that Securitech makes the products available to the Client in the company building of Securitech or at another agreed location.

8.6 If the purchase is made and there is a question of exchange and if the Client keeps using the Products to be exchanged in anticipation of delivery of the new Products, the risk of the Products to be exchanged stays with Client until the moment that it places them in the possession of Securitech.

ARTICLE 9 – RECEIPT

9.1 Client is obliged to cooperate towards the delivery of the Products, as well as the receipt of Products. If Client fails to receive the Products, Securitech is entitled to charge the Client any costs (including storage, transport and insurance).

9.2 The receipt of Products is deemed to be refused in case the ordered Products have been offered at delivery, but delivery has appeared to be impossible. The day on which receipt is refused, is considered to be the day of delivery.

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ARTICLE 10 – DELIVERY TIMES

10.1 The delivery time and/or execution period are determined approximately by Securitech. An agreed delivery time is not deemed to be a deadline.

10.2 When determining the delivery time and/or execution period, Securitech will assume that it can execute the assignment under the circumstances that are known to it at that moment.

10.3 The delivery time and/or execution period commences only when all commercial and technical details have been agreed upon, all necessary data etc., are in the possession of Securitech, the agreed advance (periodic) payment has been received and the necessary conditions for the execution of the assignment have been met.

10.4 a. If there is any question of other circumstances than the ones that were known to Securitech at the time that the delivery time was set, Securitech may extend the delivery time and/or execution period, by the time required executing delivery under the new circumstances. If the new required actions do not fit with the planning of Securitech, then these shall be carried out as soon as the planning allows it.

   b. In case of extra work, the delivery time and/or execution period is extended by the time required to (let) deliver the material and parts, and to do the extra work. If the extra work cannot be fit into the planning of Securitech, then the work shall be done as soon as the planning allows it.

   c. In case of delay in the execution of obligations by Securitech, the delivery time and/or execution period is extended by the time of the delay. If the continuation of the work cannot be fit into the planning of Securitech, the work shall be carried out as soon as the planning allows it.

10.5 Exceeding the agreed delivery time and/or execution period does not give rights to any damage compensation, unless this has been agreed upon in writing.

ARTICLE 11 – INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

11.1 Client is not permitted to remove or change any indication of copyrights, brands, trademarks, patents or other rights from the delivered Products.

11.2 Securitech holds the copyrights and all other industrial property rights of all its offers, provided designs, reading material, homework assignments, test papers, images, drawings, samples, etc.

11.3 The rights on the data mentioned in the preceding clause, remain the property of Securitech, regardless of whether Client has been charged money for the preparation of it. This data may not be copied, duplicated, published, used or be shown to third parties without prior written permission from Securitech. For every violation of this clause, Client shall owe Securitech a penalty of € 25.000,- (twenty five thousand euros) without prejudice to the right of Securitech to claim full compensation.

ARTICLE 12 – WARRANTY

12.1 In case, and insofar as, a specific acceptance-inspection of products has not been entered into the Agreement, Client is obliged to inspect the Products as thoroughly as possible, immediately after delivery, or otherwise, in case of non-finished Products, immediately after completion. Any complaints regarding malfunction or defects, with respect to the Products, which includes inter alia, difference in composition or quality between the delivered Products and their description according to the Agreement, must be notified to Securitech, in writing and with motivation, within two working days, after delivery or after completion respectively. Malfunction or defects that cannot reasonably be discovered within the above mentioned time limit, must be notified to Securitech immediately upon discovery, in writing and with motivation, within fourteen days, after delivery or after completion respectively.

In the absence of timely notification, any possible rights of Client to make reimbursement claims shall cease, with regards to the malfunction or defect in the Products in question. Additionally, Client is obliged to save any defective part and return it to Securitech, free of freight costs, upon Securitech's first request.

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12.2 In case, and insofar as, the complaint of Client is found valid, Securitech is only obliged to solve the defect(s), or to replace the defective Products, without Client has additional right to any other form of reimbursement claims whatsoever. Complaints shall not be accepted when the defect does not hamper or obstruct the use of the Products.

12.3 The complaint does not exempt Client from his obligations to make payments to Securitech.

12.4 Returning Products may take place only upon prior written permission from Securitech, under conditions to be determined by Securitech.

12.5 Securitech ensures the correct version and/or the agreed performance of the delivered Products, for a period of one year after the delivery and/or completion.

12.6 Client shall under no conditions make claims on Securitech, after he has adapted, altered, or made whole or partial use of the delivered Products, or has got it done. Client is responsible for the consequences of unsuitability or ambiguity of models, prototypes or details delivered by him to Securitech, that are important for the proper execution of this Agreement.

12.7 Client can claim the warranty, only after he has fulfilled all his obligations towards Securitech.

12.8 In every case, Client has to offer Securitech the opportunity to repair a possible defect or execute the operation again.

12.9 No warranty shall be given if the defects are the result of:
- Normal wear;
- Inexpert use;
- Absence of, or improper maintenance;
- Installation, assembly, modification or reparation by Client or by third parties.

12.10 If deviating terms of warranty have been recorded in the Agreement with Client, these will prevail over the terms of warranty mentioned in this article.

ARTICLE 13 – INDEMNIFICATION

13.1 Client is to indemnify Securitech of all costs and damage that Securitech could sustain because third parties claim against Securitech over any case, for which liability of Client has been excluded in these general conditions.

13.2 In the event that third parties approach Securitech, within the context of this Agreement, then Client is obliged to assist Securitech, whether or not in the context of law, and to do whatever that can be expected of Client in this case. Should Client fail to take appropriate measures, then Securitech is entitled, without notice of default, to take steps by itself. All costs and damages incurred by Securitech or third parties, as a result of it, shall be for the account and risk of the Client.

ARTICLE 14 – LIABILITY

14.1 Securitech is only liable for direct damage, as a result of – proved by Client – gross negligence or intent, during the execution of its obligations arising from the Agreement reached by the two Parties. Securitech is not liable for company damage or consequential damage, which in any case includes incurred loss or lost profit.

14.2 Securitech is in no case liable for the consequences of the incorrectness of the information provided by or on behalf of Client. Securitech is not liable for incorrectness or incompleteness caused by incorrect, or otherwise improper use of the equipment delivered to Client by Securitech.

14.3 In any case, the liability of Securitech is limited to twice the invoice sum of the order placed by Client at Securitech, or limited to the part of the order that is relevant.

14.4 Securitech is not liable for any damages, in case Client does not hold Securitech liable for the damages within eight days, by means of registered letter, and gives Securitech the opportunity to investigate the damages.

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ARTICLE 15 – FORCE MAJEURE

15.1 In the event that Securitech is unable to fulfil its Agreement obligations due to temporary or prolonged force majeure, regardless of whether the force majeure was foreseeable, Securitech is entitled to terminate the Agreement, wholly or partially, by means of a notification referring to that, without judicial intervention, without being obliged to pay any form of compensation to Client, and without prejudice to Securitech's right to be paid by Client for actions already taken by Securitech, prior to the force majeure, and to postpone the execution of the Agreement wholly or partially. Securitech shall inform Client about the force majeure as soon as possible. In case of postponement, Securitech shall as yet have the right to terminate the agreement wholly or partially.

15.2 Force majeure refers to circumstances such as fire, strikes or work exclusion, riot, war, government measures such as import or export restrictions, failure of suppliers, transport problems, natural disasters, disruptions in the company of Securitech or that of its suppliers, electricity failure, theft or misappropriation of Securitech's warehouses or workshops, whereby Securitech is not in a position to fulfil its obligations, whether for a temporary or prolonged period, and furthermore all circumstances whereby it cannot be reasonably expected of Securitech to (further) fulfil its obligations towards Client. Force majeure of the suppliers of Securitech is also deemed to be force majeure of Securitech.

ARTICLE 16 – DEFAULT/TERMINATION OF THE AGREEMENT/DAMAGES/SUSPENSION

16.1 If:

    a. Client has filed for its own bankruptcy, is declared bankrupt or requests suspension of payment;

    b. A decision or steps are taken for the liquidation of Client's company, or the termination of Client's company activities, or the sale of Client's company activities, or the nature of Client's company activities essentially changes in the view of Securitech;

    c. Client fails to comply, whether fully or partially, with any legal or contractual obligations towards Securitech;

    d. Client fails to pay the invoice sum, or a part of it, within the agreed period;

    e. Client's assets are wholly or partially confiscated;

    f. During the execution of the Agreement it turns out that Securitech would have to act in contradiction to the law, morality and/or decency;

    g. Client has provided such incorrect information that Securitech would not have entered the agreement (under the same conditions),

Client will be deemed to be in default by operation of law and (rest of) the debt of Client towards Securitech will be immediately payable. Securitech then has the right to terminate the Agreement immediately, full or partially, without notice of default or judicial intervention and without prejudice to other rights of Securitech, such as rights relating to already expired fines, interest and the right to suspension and/or compensation. Securitech is not held to payment of any compensation towards Client in case of termination of the Agreement according to what has been determined in this article.

ARTICLE 17 – CONFIDENTIALITY

17.1 Securitech collects and processes information concerning Client and officers, employees or representatives of Client (personal information) in relation to the management of the relationship with Client. Client agrees to have Securitech process the personal information for these purposes.

17.2 Both Parties are obliged to confidentiality regarding all confidential information that they have gotten from each other or another source within the context of the Agreement. Information applies as confidential if this has been communicated from a party or results from the nature of the information.

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ARTICLE 18 – INSURANCE

18.1 Unless agreed upon otherwise, during the rental period or in case of sale respectively, as long as the Products are subject to retention of title for Securitech, Client is obliged to bear the costs of proper insurance of the Products against loss, theft, and damage to the Products during its normal use. As soon as an incident takes place, for which the insurance has been acquired, Client shall pass over his rights to Securitech, on basis of the insurance, upon the first request by Securitech. Equally, upon first request by Securitech, Client shall make the insurance policy in question available to Securitech.

ARTICLE 19 – EXECUTION BY THIRD PARTIES

19.1 Securitech is entitled to involve third parties for the execution of the Agreement.

19.2 All terms concerning the exclusion or limitation of the liability of Securitech and concerning the indemnification of Securitech for claims of third parties, are also obtained for the benefit of those, both in service of Securitech as third parties for whose actions or omissions Securitech could be liable.

ARTICLE 20 – JOINTLY AND SEVERALLY

20.1 In the event that different individuals and/or companies are indicated with Client, they shall be jointly and severally liable for the fulfilment of the Agreement.

ARTICLE 21 – APPLICABLE LAW/COMPETENT COURT

21.1 Dutch law applies to these terms and conditions. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) is excluded.

21.2 All disputes as a result of or in connection with an Agreement will in the first instance exclusively be put before the competent court in the district Zeeland-West-Brabant, without prejudice to the right of Securitech to put the dispute before the competent court within the area in which Client is located.

21.3 Dutch law is applicable to that which is not covered by the general conditions.

ARTICLE 22 – MODIFICATIONS

22.1 Securitech has the right to modify these terms and conditions. Client is deemed to have accepted the modifications in question if Securitech has not received a written protest against it within 14 days after the written notification of Securitech that modification will take place.

22.2 These terms and conditions have been deposited with the Chamber of Commerce in Eindhoven;
   - Securitech Detection & Verification B.V. under number 18054165.
   - Securitech Expertise B.V. under number 17285924.

22.3 The Dutch text of these terms and conditions is decisive for the interpretation.

ARTICLE 23 – INFORMATION OBLIGATIONS

23.1 Client is obligated to provide Securitech with all data and information, that could be important to the execution of the Agreement. If necessary, Client will give Securitech the opportunity to verify the provided data.

23.2 Client is obliged to immediately give Securitech written notification of its possible address or name modification, as well as all facts and events that could influence the position of Securitech in respect of Client or the Products.

23.3 During the rental period, respectively in case of sale as long as the Products still fall under the rendition of title of Securitech, Client should immediately inform Securitech over the phone and in writing in case of damage to or caused by the Products and it will send Securitech any witness statements and/or other documents relating to the event as soon as possible.

23.4 In the cases appointed for it (for example burglary, vandalism, intent) Client will immediately have the police draw up a formal report of the event as meant in the previous section and send this to Securitech.

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SPECIFIC RENTAL PROVISIONS

ARTICLE 24 – GENERAL
24.1 These provisions shall additionally apply to the provisions of the general part of these conditions.
24.2 Where there is a conflict between the general part of these terms and conditions and the specific rental provisions, the specific rental provision shall have precedence.
24.3 Securitech is permitted to pass over its rights and obligations, which arise from the Agreement, to third parties and/or to sell the rented to a third party.

ARTICLE 25 – RENTAL PERIOD
25.1 Unless otherwise agreed in writing, the term of the rental period starts on the first day of the month after delivery or, in case a Product is not finished, on the day of Commissioning.
25.2 The rental period ends as indicated in article 5.6 of these terms and conditions, without prejudice to the right of Securitech to terminate the Agreement sooner, based on article 16.
25.3 If the rented Products are not returned (complete and in good condition) to Securitech on the day of termination, a new rental period will be deemed to have been entered for the same term and under the same conditions as the original rental period, unless Securitech lets Client know otherwise within two weeks after termination of the original rental period.

ARTICLE 26 – COMPENSATIONS/RENTAL
26.1 In case of advance payment, the rental sum should be paid at the latest on the first day of every month, unless otherwise agreed in writing. Compensations for transport, delivery and commissioning as well as other costs should be paid at the start of the term of the rental period, unless otherwise agreed in writing. Compensations for dismantling and returning the Products should be paid when the rental period is terminated.
26.2 The rental sum and other compensations will be revised on March 1st of every year, based on the annual mutation of the Consumer Price Index (CPI) for all households, as published by Statistics Netherlands. Basic year 2015 = 100. If the price index is negative in any year, no price adjustment will take place.
26.3 Client is obliged to pay the price change at the same time as the principal sum or next agreed term of payment.
26.4 Levies, charges and taxes in relation to (the use of) the Products will be charged to Client.

ARTICLE 27 – LIABILITY/INDEMNIFICATION
27.1 From the moment of delivery, to the moment that the Products are returned to Securitech (or third Parties appointed by Securitech), Client is fully responsible and liable for the rented Products, and all risks of the Products will be charged to the Client. Client is liable for all damage to or relating to (the use of) the Products, whatever the cause, regardless if such damage was caused through fault of Client or third parties or because of any defect of the Products, hidden or not, subject to if Securitech is liable based on provisions of mandatory legislative provisions in the matter of (products) liability.
27.2 Client is obliged to indemnify and compensate Securitech or third parties appointed by Securitech for all damage that it could suffer through loss or theft of or damage to the Products, death or injury of third parties or damage to property of Securitech or third parties as a result of (fully or partially) the use or the condition of the Products, during the period that Client is responsible for this, as indicated in the previous section, independent of the cause of it, subject to if Securitech has liability for this based on the Agreement.
27.3 Client reports any fault, defect, theft and/or damage to the Products to Securitech immediately. Client is liable for any damage to the Products or consequential damage as a result of late notification.
27.4 The obligations on basis of the article in question shall continue to be valid after the Agreement has ended. The obligation to indemnify shall continue to be valid regardless of whether the damage has occurred before or after the return of Products by Client to Securitech or third parties.

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27.5 Client will, at all times, retain responsibility with regard to the confidential information that it processes. Securitech is in no way liable for improper use of this information by Client or by its authorised persons who make use of the Products and/or services.

27.6 The (legal) property of the Products, as mentioned in the Agreement, will remain with Securitech.

ARTICLE 28 – USE OF PRODUCTS

28.1 Client will behave as a 'prudent man'. It will handle the Products with care, compliant with the nature and the purpose of it and does not relinquish the Products or (co-) use of them to third parties, under any name.

28.2 Client itself does not perform any repairs to the Products and/or does not have repairs done.

28.3 At first request, Client should immediately provide access to the products, so that Securitech can inspect the condition of them.

28.4 Client will not move the Products to another address (for example with relocation) without permission from Securitech.

28.5 The Products made available to Client by Securitech to which the Agreement applies, may exclusively be deployed for Clients purpose. (Commercial) exploitation of the Products is not permitted. If it turns out that Client exploits the Products falling under the Agreement commercially, this will lead to direct dissolution of the Agreement and a fine of € 10.000,- (ten thousand euros) that should be paid right away, propagated with the costs of the readmission of the Products. Securitech is not obliged to notify Client of this beforehand in writing.

28.6 If the Client cannot make use of the Products for any reason, this is at its own risk and therefore it has no influence on its payment obligations.

ARTICLE 29 – PROPERTY

29.1 The risk of loss, theft, misappropriation or damage of matters, products, information, documents, software, data files or information (codes, passwords, documentation etc.) is transferred to Client at the moment of delivery.

29.2 The (legal) property of the Products, as mentioned in attachment 3 of the Agreement, remains with Securitech.

29.3 Client is not authorised to sell, pawn or otherwise encumber the Products.

29.4 Client is not free to change the nature, the purpose or the furnishing of the Products.

29.5 To make any physical change to Products, written approval from Securitech is needed beforehand. Any change that is made to the items without this permission from Securitech, becomes the property of Securitech without compensation. If Client has made changes to the Products without prior written approval from Securitech and damage has been sustained because of this, the costs of repair will be fully charged to Client. Changes to the Products also include software adjustments.

ARTICLE 30 – RETURNING PRODUCTS

30.1 Right after the termination of the Agreement, Client will make the Products available to Securitech, in good condition, taking normal wear into account. The costs of reparation of the damage(s), which have been established upon the return of the Products, are for the account of Client.

30.2 Except in case of prior written permission from Securitech, Client may not return products before the end of the agreed rental period, violating which, a fine of € 12.500,- (twelve thousand and five hundred euros) shall be paid, without prejudice to Securitech's right on full compensation, on basis of the clause that follows, and on basis of the law. All costs incurred for the return of Products have to be borne by Client.

30.3 In the event that – even after written permission from Securitech – Client returns the Products to Securitech before the end of the rental duration period, Client is obliged to pay Securitech due damages, on basis of the Agreement, based on the agreed rental period, and also additional (storage) costs, as a result of premature return of rented Products.

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30.4 When Client, upon termination of the Agreement and after the end of the agreed term of the Agreement, refuses to return the Product(s), Client will owe Securitech a sum of the amount of the original value of the Product(s) in question, that applied at the moment of delivery.

SPECIFIC PROVISIONS FOR THE DELIVERY OF SERVICES IN THE AREAS OF SOFTWARE, TECHNICAL SUPPORT AND THE FRAUDDESK

ARTICLE 31 – PROVIDING SERVICE

31.1 These provisions apply as supplementary to the provisions of the general part of the terms and conditions.

31.2 Insofar there are contradictions between the general part of the terms and conditions, and the specific provisions, for the execution of services, these specific provisions shall have precedence.

31.3 Securitech is obliged to render its services to the best of its ability, in accordance with the requirements set by the government. Securitech is committed to make all necessary efforts, whereby specific requirements of expertise, which are required for its services, are taken into account.

31.4 Client is obliged to pay the price agreed upon between the parties, and to make sufficient and correct information available on time, which makes the services of Securitech possible. In the event that during the execution of the services, it appears that for the proper execution of the services, it is necessary to supplement or change the information, then the parties shall move towards the timely and mutually agreed amendments of the Agreement. In case the nature, scope or the contents of the Agreement, even when upon request of Client, is changed by the authorised parties etc., and as a result the Agreement is changed in quality and/or quantity, then Securitech has the sole right to solely change the earlier agreed price. Client accepts the possibility of changes to the Agreement, including the changes in price and period of execution.

31.5 Without prejudice to Securitech's responsibility to execute the agreed services correctly, Securitech is free – within the applicability of these terms and conditions – to make use of third party services. Securitech is not liable for mistakes and/or shortcomings of these third parties.

31.6 Securitech shall not be liable for any damages for supplementary services executed by Securitech, which were not agreed upon. Securitech is entitled, also on behalf of Client, to accept a liability limitation of third parties that are resorted to.

31.7 Client is obliged to provide Securitech on time (which means not later than five working days before the day, which is before the day on which services are to be provided) – also supplementary – with information, material and data, which in the opinion of Securitech is necessary for the correct execution of the services, and also to refrain from any actions that could hamper, or negatively influence the proper execution of the services. In the event that Client fails in this, Securitech will bear no liability for any direct or indirect damages.

31.8 The applicability of article 7:404 and 7:407 sections 2 and 7:409 Dutch Civil Law is invalid. Without prejudice to other provisions of the law, Client, as well as Securitech, can terminate the Agreement at any time by means of a notification, upon the condition that this takes place within a reasonable period of time, considering the circumstance.

31.9 The execution of the given assignment takes place only for the benefit of Client. Unless it has been agreed upon explicitly and in writing, third parties are not entitled to make any claims regarding the content or the execution of the work carried out for Client.

31.10 Securitech is obliged to securely save the information and documentation received from Client during the execution of the assignment. Securitech is not obliged to save the information and documentation after the execution of the assignment. Except in the event of intention or gross negligence, Securitech may not be held accountable for the payment of any damages – to Client and/or to third parties – as a result of lost information or documentation, mentioned in this clause. Client exempts Securitech explicitly from (possible) liability from third parties on grounds of what is determined in this clause.

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31.11 Client has the right, till seven days before the day on which Securitech would start with the execution of its services, to terminate the Agreement in writing. In case Client terminates the Agreement wholly or partially, then the work that had already been carried out by Securitech, and the matters that were arranged or ordered, plus transport and delivery costs thereof, and the time reserved for the execution of services, shall be charged to Client integrally.

ARTICLE 32 – SERVICE TERM
32.1 Unless otherwise agreed in writing, the service term starts on the first day of the month of delivery and, in case of unfinished Product, on the day of Commissioning.
32.2 The service term ends as indicated in article 5.6 of these general conditions, without prejudice to the right of Securitech to terminate the Agreement sooner, based on article 16.

Article 33 – RESEARCH AND ADVICE FRAUDDESK
33.1 In case of Agreements to carry out investigations, Client should indicate its purpose for closing the contract, as well as the goal of the investigation results, when it enters the Agreement. Client should have a legitimate interest for the assignment.
33.2 If Client closes the contract for the benefit of a third party, it should prove that it is acting in its capacity.
33.3 If an employee of Securitech discovers a punishable offence, the Client will be notified of this. The decision to report this punishable offence to the police, is made by Client. An employee of Securitech will only report to the police if the Clients requests this, and this will be done under the responsibility of Client. Client indemnifies Securitech and its staff from all claims by third parties regarding such a report, regardless of whether Securitech or its staff where in any way at fault concerning the report.
33.4 After the execution of an investigation, Securitech will give Client a written report of its findings. If so desired, a conclusion and/or advice can be added to this report. Only that which is reported in writing will apply as provided by Securitech.
33.5 The report with investigation results is strictly confidential and only meant for Client or the third party as indicated in article 33.2. It may not be used for other purposes than those for which it is meant. The report or parts of it, as well as the names of Securitech and Client may only be made known to third parties with mutual agreement from Parties.
33.6 Securitech accepts no responsibility or liability for actions or measures taken by Client based on an investigation report, conclusion or advice.

Article 34 – DUTY OF CARE
34.1 During and after the execution of the work, both Securitech and the Client are obliged to surround research information and results with such care, as the confidential character of it requires. Among other things, this care means, that storage of the research information is handled in such a way, that unauthorised third parties cannot reasonably gain knowledge of it.

Article 35 – DUTY OF CONFIDENTIALITY
35.1 Securitech is obliged to maintain strict confidentiality of all that has become known during the entering and execution of an Agreement, unless there is legal witness duty or if the information relates to a punishable offence and is handed over to the police, compliant with that which is determined in article 33.3.
35.2 Securitech imposes this duty of confidentiality on its own staff and third parties mentioned in article 33.2.
35.3 The duty of confidentiality will still exist without prejudice after suspension of the execution or termination of the Agreement.
35.4 Securitech is legally obliged to inform persons at any time about the fact that they have been researched. Thereby indicating by whom, at whose request and in what context the investigation was carried out. In the context of this imposed information obligation, the duty of confidentiality will not be applicable.

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Article 36 – LIABILITY

36.1 Securitech accepts no responsibility and liability for actions or measures taken by Client based on giving the assignment, the execution of it, and the findings of investigation or advice resulting from it.

36.2 Securitech is never liable for damage which cannot be avoided when working in the manner applied, if Securitech is forced to work this way by or on behalf of the Client or by required urgency, unless written objection has been expressed against this way of working by or on behalf of Client.

36.3 Securitech is not liable for agreed work not or not fully being carried out, if this is the result of force majeure. The preceding is without prejudice to the obligation of Securitech to do its best to prevent and avoid situations of force majeure.

36.4 Securitech is not liable for damage if Client has provided insufficient or incorrect information based on which the services or work to be performed by Securitech was established and executed.

36.5 Securitech is not liable for any damage if Client has not deemed Securitech liable via registered letter within a term of two times 24 hours after the damage is sustained, and Securitech has been limited in its possibilities to carry out a research into the damage and the causes of it, because Client has not made notification within this term.

36.6 Securitech is only liable towards Client for damage sustained during or in the course of the execution of the Agreement, if and insofar the damage is the result of intent or gross negligence by the staff or the management of Securitech and this liability is covered by its insurance. Client should prove the intent or gross negligence.

36.7 Client is liable for all damage, inflicted by Client or its employees to Securitech and its staff in person during the execution of the assignment, as long as it or its goods are in the buildings or on the terrains of Client.

36.8 If Securitech, owing to article 36.6, is obliged to compensate for the damage Client suffers, this compensation will amount to no more than the total of the amounts of the own risk of its insurance and the sum paid by the insurance.

36.9 Securitech is never liable for other damage than what is meant in article 36.6, formed in whatever way, including all direct and indirect trading loss, consequential loss and loss of earnings of Client.

ARTICLE 37 – OBLIGATION FOR THE BENEFIT OF EXECUTION OF THE WORK

37.1 The Client provides a suitable internet connection.

37.2 The Client ensures free and safe access to the system.

37.3 The Client informs Securitech in writing about any safety rules and other relevant requirements, which apply to the location where work on the system has to be carried out.

37.4 Client ensures that Securitech can carry out the work without disruption and at the agreed time and can make use of the necessary facilities while carrying out the work, such as:
   - gas, water and electricity;
   - heating;
   - facilities ordained by the health and safety laws.

37.5 Client is liable for all damage as a result of loss, theft, burning or damage of tools/materials and other matters of Securitech that are at the place where the work is being done.

ARTICLE 38 – COMMISSIONING OF THE PRODUCT OR THE SERVICE
38.1 The work is deemed to be commissioned when:
    a. Client approves of the delivered Product or the Service.

    b. Client starts using the Product or the Service, and if Client starts using a part of the delivered Product or Service that part will be deemed approved.

    c. Securitech has notified Client in writing that the work is finished. Client has not made it known in writing within 14 days after the notification whether or not the Product or the Service has been approved.

    d. Client does not approve the Product or the Service based on small defects or missing parts that can be fixed or ordered within 30 days, and do not hinder the use of the Product or Service.

38.2 If Client does not approve of the delivered Product or Service, Client will be obliged to make this known to Securitech in writing, with mention of reasons.

38.3 If Client does not approve of the delivered Product or the Service, Client will grant Securitech the opportunity to deliver again. The provisions of the article will apply to this once more.

SPECIFIC PROVISIONS FOR SALE

ARTICLE 39 – GENERAL
39.1 These provisions are applicable on a supplementary basis on the provisions of the general part of these terms and conditions.
39.2 Insofar there are contradictions between the general part of the terms and conditions, and the specific provisions for the sale, these specific provisions shall have precedence.

ARTICLE 40 – RETENTION OF TITLE
40.1 All Products remain the property of Securitech until all payments owed to Securitech by Client have been made, including damages on account of failure to fulfil any condition of this Agreement (such as interest, costs and fines), and those referred to in article 3:92 Dutch Civil Law.
40.2 Client is not entitled to sell, transfer, and spoil with any limited right, to rent out or give to a third party to use, or to move or transport the Products, as long as Securitech holds retention of title rights with regard to the Products.
40.3 As long as the Products of Securitech come under the retention of title clause, Client is obliged to leave the Products in their original state, and is not entitled to make any modifications, and also not for joining up, accession or mixing.
40.4 Client is obliged to inform third parties (such as curators and confiscators, who have any right of claim on the Products on which Securitech has retention of title rights) in writing about the retention of title rights of Securitech. In such a case, Client is obliged to immediately inform Securitech in writing about the fact.

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