Article 6 Transport, Storage and Return Deliveries

6.1 Goods should be delivered to and collected from the contractor's offices, unless otherwise agreed.

6.2 The costs of loading, unloading, packaging and transportation of goods mentioned in the agreement are not included in the price and shall be charged separately.

6.3 Loading, unloading and transportation of goods covered by the agreement shall take place at the client's risk and expense, even if transports of goods dispatched by the contractor require transport documents to state that the sender bears the risk for all damages occurring during transportation.

6.4 The contractor shall, if possible, keep goods supplied for tests, or the remains thereof, for two weeks following the date of the final invoice. Any costs incurred as a result are included in the price stated in the order. The client shall supply the goods under the agreement, including but not limited to equipment required for tests, and data, and all the required permits, approvals and/or data, and the contractor is entitled to retain goods, documents and the like as securities for as long as the client fails to meet his obligations.

6.5 If the client fails to arrange for the return of goods made available to the contractor under the order within two weeks of the date of the final invoice, the contractor is at liberty to take appropriate action. Any costs incurred as a result shall be payable by the client.

6.6 The contractor is entitled to retain goods, documents and the like as securities for as long as the client fails to meet his commitments.

Article 7 Confidentiality

7.1 The contractor is, except in so far as determined differently by law, obliged to maintain the confidentiality of any knowledge acquired in the execution of the order. If he knows or could reasonably assume that this is necessary.

7.2 If misunderstandings arise, or threaten to arise, because the client informs third parties of the results of a study, the contractor shall be relieved of its confidentiality commitments to the extent that can reasonably be considered necessary to explain the results to such third parties. The contractor shall notify the client accordingly.

Article 8 Subcontracting

8.1 The contractor is authorised to employ third parties and guarantees their compliance with the confidentiality provisions of Article 7.

8.2 Third parties as referred to in article 8, par. 1 and the contractor's employees are covered mutatis mutandis by all provisions of these General Terms and Conditions relating to the exclusion or limitation of the contractor's liability and to indemnification by the client from third party claims.
Article 9 Availability of Equipment
9.1 The client shall be charged for the use of machines, equipment, research areas and other materials and/or facilities during the period in which these are made available, or before they have been received in return.
9.2 The client shall be liable for any damage to materials and/or facilities during the period in which these are made available, or before they have been received in return.
9.3 The contractor is not liable for damages to or by persons, machines, equipment, research areas and other materials and/or facilities made available by the client to the contractor or to a third party employed by the contractor, and client holds contractor harmless from all claims in this respect.

Article 10 Power of Disposal and Copyright
10.1 Without prejudice to the provisions of the Copyright Act ("Auteurswet"), and with the exception of the provisions of Article 7 of these General Terms and Conditions, the client holds sole power of disposal over the reports, advisory reports etc. supplied to her by the contractor under the agreement.
10.2 The client may only publish such reports verbatim and in full, quoting the name of the contractor as author. Publication in any other form may take place only with the written permission of the contractor.
10.3 The results of the agreement and the name of the contractor may be used for commercial purposes only with the separate, written permission of the contractor.

Article 11 House Rules/Safety Regulations
The client and its personnel undertake to comply with the "house rules" and safety regulations which apply to the use of buildings or sites of the contractor, when on such premises. The client shall ensure that its personnel conduct themselves in accordance with these rules.

Article 12 Liability
12.1 The contractor's liability for damages suffered by the client as a result of default, tort or other acts or omissions of the contractor, is limited to an aggregate maximum of the price owed by the client for the order.
12.2 The contractor, and persons employed or subcontracted by the contractor in the execution of the order, is respectively, are not liable for damages suffered by the client in the application or use of the results of the contractor's work.
12.3 The client shall indemnify and hold harmless the contractor and all persons used or contracted by contractor for the performance of the agreement against all claims by third parties in so far as these relate to the application or use of the results of the contractor's work by client or by any other party who has obtained these results directly or indirectly from the client.
12.4 The client is liable for damages suffered by the contractor, and by persons employed or subcontracted by the contractor in the execution of the order, during time spent on the client's premises, or the premises of third parties in connection with the order. Other provisions do not apply and are not recognised by the contractor.
12.5 The contractor is not liable for damages suffered by the client or its personnel when on the contractor's premises.
12.6 The contractor is not liable for damages resulting from defects in items supplied to the contractor and sold to the client.
12.7 The client is liable for damages or extra work resulting from incorrect or incomplete information or data supplied to the contractor. The client indemnifies the contractor in full in this respect.

Article 13 Force Majeure
13.1 Without prejudice to the other provisions of these General Terms and Conditions, the contractor can never be held liable for failure to meet its obligations to the client or failure to do so in time, as a result of force majeure. All circumstances which obstruct the normal performance of the contractor's work, such as war, fire and other destruction, operational stoppages of any kind whatever, strikes, illness of employees, government measures and the like are regarded as force majeure.
13.2 If third parties on which the contractor is dependent for the execution of the order fail to meet their commitments to the contractor or fail to do so on time due to circumstances which would have constituted force majeure for the contractor under the provisions of Clause 1 of this Article 13, such failure on the part of these third parties to meet commitments or to meet them in time shall also constitute force majeure for the contractor with respect to the client.
13.3 The contractor shall nevertheless do everything in her power to avoid, remove or reduce such conditions leading to force majeure in order to continue normal operations if at all possible.

Article 14 Transfer of risk and ownership of goods produced by the contractor
14.1 At the moment of delivery of the goods made by contractor or the main parts thereof, the client shall bear the risk of all direct and indirect damages which may be caused to or by such goods or parts thereof.
14.2 Without prejudice to the provisions of Clause 1 of this Article, ownership of the goods shall not be transferred to the client until all amounts owed to the contractor with respect to the delivery - with or without mounting or assembly - including interests and costs, have been paid.

Article 15 Suspension and Termination
Without prejudice to the provisions of the other Articles of these General Terms and Conditions, the client shall be considered to be in legal default if he fails to meet any commitment under this agreement, or fails to do so properly or in good time, as well as in the event of bankruptcy, a moratorium on payments, liquidation, or if he is placed under trust or receivership, and the contractor shall have the right, without any notification of default or legal intervention being required, to suspend the execution of the agreement or to terminate it in full or in part, at the contractor's choice without any liability for damages on the contractor's part and without prejudice to the contractor's right to compensation for damages suffered as a result of such default, suspension or termination. In such cases, all amounts due from the client to the contractor become payable with immediate effect.

Article 16 Amendment of these Terms and Conditions
16.1 These General Terms and Conditions, including the rates stated, are subject to amendment by the contractor. Alterations shall take effect 30 days from the date on which they are announced, unless a later effective date is stated in the announcement.
16.2 Agreements which have not yet been executed shall be subject to the amended Terms and Conditions from the date on which these take effect.
16.3 If a client does not wish to accept an amendment to the Terms and Conditions, she has the right to cancel the agreement within 30 days of the announcement of the amendment.

Article 17 Applicable Law and Jurisdiction
17.1 All agreements with the contractor are subject solely to the laws of the Netherlands.
17.2 Any disputes arising from this agreement shall be submitted exclusively to the competent court of the district of The Hague.

Article 18 Final Provisions
18.1 These General Terms and Conditions have been filed with the Chamber of Commerce Haaglanden, Netherlands, are available for inspection at the offices of the contractor and can be obtained from there on request.
18.2 These General Terms and Conditions are severable. If any provision hereof would be entirely or partly invalid or ineffective for whatever reason, the remaining part shall nevertheless remain in full force. The invalid part of these General Terms and Conditions shall be deemed to be replaced by provisions which will as nearly as possible approximate the effect of the invalid part.