

GENERAL CONDITIONS APPLIED TO SERVICES AND HIRE

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- **Keylight Design & Supply B.V.**

- established at its office Morsweg 140, Leiden, Netherlands

Article 1: Definitions

In these general conditions, **Keylight** means Keylight Design & Supply B.V.; **Client** means any person making use of Keylight services and/or hiring material from Keylight.

Article 2: Scope of application

1. These conditions apply to any offer or agreement between Keylight and purchaser to which Keylight states them to apply unless and to the extent that the parties agree otherwise expressly and in writing.
2. These conditions are likewise applicable to any agreement with Keylight involving third parties in its carrying-out.

Article 3: Offers

1. Any offer made by Keylight is non-binding unless it contains a written time-limit for acceptance by client.
2. The validity of any offer made by Keylight lapses after 30 days in the absence of a statement to the contrary. Keylight is bound by its offer only if client's acceptance of it is confirmed in writing within 30 days.
3. Keylight reserves the right to substitute comparable material for any material specified in the hire agreement.
4. Prices and charges mentioned in Keylight offers are to be understood as exclusive of value-added tax (VAT/BTW) unless otherwise stated.

Article 4: Performance of Agreements

1. Keylight shall perform agreements to the full extent of its skills and abilities, in accordance with the requirements of good craftsmanship and the known state of the art.
2. Should due performance so require, Keylight reserves the right to engage third persons to carry out part or parts of the work.
3. Client shall inform Keylight in good time of all details, data and circumstances which are needed to be known for due performance of the agreement in client's opinion or which client may reasonably be expected to realize as so needed. Should client fail to provide such timely information before the agreement comes to be performed, Keylight shall have the right to cancel the agreement and/or charge client for expenses thereby incurred in accordance with the usual tariffs.
4. Keylight shall not be liable for any kind of loss or damage due to its having relied on incorrect and/or deficient data supplied by client, unless it ought to have realized their incorrect or deficient character.
5. Where it is agreed that the agreement shall be performed in stages, Keylight may suspend work on a given stage until client has given written approval of the results of the preceding stage.

Article 5: Duration of Agreements

1. Agreements between the parties are entered into for an indefinite time unless the parties expressly agree otherwise in writing.
2. Where it is agreed that during the validity of the agreement certain works should be accomplished within a given time, failure to meet the deadline shall not of itself put an end to the whole agreement. In such event, client must send Keylight in writing a notice of default.

Article 6: Variation of Agreements

1. Should it become apparent during the carrying-out of the agreement that it is necessary to alter or supplement the works concerned in order to do a proper job, both parties shall in good time consult together with a view to modifying the agreement appropriately.
2. Should the parties decide to alter or supplement their agreement, this may influence the time at which the works can be completed. Keylight shall inform client accordingly as soon as possible.
3. Should financial and/or qualitative consequences result from such variation or addition, Keylight shall inform client accordingly.
4. Where a fixed fee has been agreed, Keylight shall indicate what supplemental amount may be due as a result of such variation of or addition to the agreement.
5. Notwithstanding paragraph 3 above, Keylight shall not charge client any extra amount if the variation of or addition to the agreement resulted from circumstances for which Keylight may be held responsible.

Article 7: Confidentiality

Both parties have a duty fully to respect the character of any confidential information they receive within the framework of their agreement either from each other or from any other source. Information shall be regarded as confidential if it is so described by the other party or if it is of such a nature as to be so deemed.

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Article 8: Intellectual Property

1. Without prejudice to the terms of Article 7 above, Keylight shall retain all rights and authorizations accruing to it under the Auteurswet [Dutch intellectual property Act].
2. Any documents provided by Keylight, such as reports, opinions, recommendations, projects, sketches, drawings, software and the like, are intended solely for client's own use and may not without the previous express permission of Keylight be duplicated, copied or made public by client, nor brought by client to the knowledge of any third party.
3. At the same time, Keylight reserves the right to make use for other purposes of any knowledge acquired during the carrying-out of the works, so long as no confidential information is divulged to third persons.

Article 9: Cancellation

1. Either party may at any time cancel the agreement in writing. In such event a minimum of 7 days' notice should be observed.
2. In the event of cancellation with less than 48 hours' notice, Keylight shall charge client for the full contracted amount. In the event of cancellation with less than 7 days' notice, Keylight shall charge client for half the contracted amount.

Article 10: Dissolution

1. Immediate payment by client of amounts due to Keylight shall be demanded in the following instances:
 - if after conclusion of the agreement circumstances come to the attention of Keylight which give good reason for fearing that client is unlikely to meet his obligations;
 - if at the time of conclusion of the agreement Keylight has requested surety for the fulfillment of client's obligations and such surety has not been forthcoming or has proved inadequate.

Article 11: Faulty performance; time-limit for complaints

1. Client must submit to Keylight in writing any complaint regarding the work done within eight days of the discovery of the cause for complaint and in any case within 14 days of the completion of the works concerned.
2. Should the complaint be justified, Keylight shall redo the work as agreed, unless it would meanwhile appear pointless to do so from client's point of view, in which event client shall inform Keylight to that effect in writing.
3. Should it no longer appear possible or sensible to proceed further with the services undertaken in accordance with the agreement, the liability of Keylight shall be limited to what is provided for by the terms of Article 15 below.

Article 12: Fees

1. Offers and agreements specifying a fixed fee shall be governed by paragraphs 2, 5 and 6 of this Article. If no fixed fee is agreed upon, paragraphs 3, 4, 5 and 6 shall apply.
2. Keylight and client may agree upon a fixed fee as part of their agreement. The amount fixed is always understood as exclusive of value-added tax (VAT/BTW).
3. Should no fixed fee be agreed upon, the fee shall be established on the basis of the hours actually worked. The amount shall be calculated in accordance with Keylight's usual hour-tariffs valid for the period during which the work is to be done unless a different tariff is agreed upon.
4. Any cost-estimates provided by Keylight are to be understood as exclusive of VAT.
5. Where the period for carrying out the work exceeds one month, Keylight may bill for costs due periodically.
6. Keylight reserves the right to increase any fixed fee or hourly tariff agreed upon. Keylight may pass price-rises on to client if it can show that significant increases have taken place, e.g. in labour-costs, between the time of the offer and the time of performance of the agreement.

Article 13: Hire

1. Client or hirer shall bear responsibility for any damage (even caused by third persons), loss or theft of apparatus hired from Keylight. Such apparatus must be returned in the same outward condition and working-order as when supplied.
2. Unless otherwise agreed, client or hirer shall bear responsibility for providing the hired apparatus with adequate insurance cover.

Article 14: Payment

1. Payment shall be due within the number of days specified on the invoice, and within 30 days at most after the invoice date, and is to be made in a manner to be indicated by Keylight and in the currency as invoiced. (See also the various provisions of the explanatory note under 4.)
2. Once the number of days, thirty at most, specified by the invoice has elapsed without payment having been received, client shall be legally in default; from the moment of his being in default he shall also be liable for interest on the sum due at the rate of one per cent per month unless the legal rate of interest stands higher, in which case the legal rate shall apply.
3. In the event of client's liquidation, bankruptcy or suspension of payment, the fulfilment of all Keylight's claims upon him and of all his obligations to Keylight shall be immediately demandable.
4. Payments shall be applied in first instance to any outstanding interest or costs and in second instance to such unpaid invoices as have been outstanding longest, even if client specifies that the payment in question relates to a later invoice.

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Article 15: Limitation of credit

Keylight shall be entitled to apply a two per cent credit-limitation surcharge, which however shall not be payable if payment is received within the specified number of days from the date of the invoice.

Article 16: Costs of debt-collection

In the event of client's breach or default in respect of any one or more of his obligations, he shall be liable for all judicial or extrajudicial costs incurred for the purpose of obtaining satisfaction. Client shall in any case be liable for:

balances up to	€	6.500,00	15%
for a greater balance up to	€	13.000,00	10%
for a greater balance up to	€	32.500,00	8%
for a greater balance up to	€	130.000,00	5%
for a greater balance			3%

If Keylight can show that it incurred further expenses which may reasonably be viewed as having been necessary, these may also be considered as subject to reimbursement.

Article 17: Liability

Keylight shall be liable to client solely in the following manner:

1. Where the liability is covered by the insurer of Keylight, it shall be limited to the amount paid out by the insurer.
2. Should the insurer make no payment, or should the prejudice not be covered by the insurance, the liability shall be limited to twice the invoice value of the transaction or, as the case may be, of that part of it in respect of which the liability is borne.
3. Notwithstanding paragraph 2, should the transaction concern a period exceeding six months, the liability of Keylight shall further be limited to the amount of the fee applicable for the last six months thereof.
4. The above limitations of liability shall not apply in cases of prejudice resulting from deliberate action or serious negligence on the part of Keylight or persons in its employment.
5. Keylight may in no circumstances be held responsible for consequential prejudice. (See also the various provisions of the explanatory note under 6.)

Article 18: Force majeure

1. In these General Conditions, the term force majeure comprises, in addition to its connotations in statute and case law, all foreseen or unforeseen external factors, including strike action at its workplace, over which Keylight can exert no influence but which nevertheless render it unable to honour its undertakings.
2. Keylight reserves the right to invoke force majeure even if the event preventing (further) performance occurred after the time at which it should have met its obligation.
3. The obligations of Keylight shall be suspended for so long as force majeure prevails. Should the period wherein force majeure prevents Keylight from honouring its undertakings exceed two months, either party shall be entitled to dissolve the agreement without giving rise thereby to any duty of compensation.
4. If at the moment when force majeure takes effect Keylight has already been able to perform part of its undertakings, or can perform them only in part, Keylight shall be entitled to invoice the part performed or still performable separately and client shall be under obligation to settle the invoice as if it related to a separate contract. This shall not however apply if the part performed or still performable part has no independent value.

Article 19: Settlement of disputes

Sole authority to determine disputes lies with the *rechter* of the town wherein Keylight has its premises, unless the *kantonrechter* is so empowered. Keylight shall nevertheless have the right to sue the other party in such court as the law provides.

In the event of a dispute as to the meaning of these Conditions, the [Dutch text](#) shall be authoritative.

Article 20: Applicable law

The law of the Netherlands shall be applicable to every agreement between Keylight and client.

Article 21: Changes and Place of Deposit

These Conditions have been deposited at the Chamber of Commerce, The Hague.

The applicable terms shall always be those of the last deposited version or, as the case may be, those of the version in force at the time of conclusion of the individual contract.