

Terms and Conditions Limis

Article 1: General

1. All offers and prices are without our liability, unless the offer or price quotation explicitly stated otherwise. The agreement between Client and Limis takes effect when Limis has provided written confirmation to Client, or if Limis has received back a copy of the two parties signed agreement. Oral commitments and arrangements with subordinates do not bind Limis until and unless they are confirmed in writing by Limis.
2. Any purchase or other conditions make never part of the agreement.
3. If any provision of these terms and conditions is void or cancelled, the remaining clauses of these terms and conditions continue to act in full force and Limis and Client consult to develop new rules to replace the invalid or set aside clauses to be agreed, as far as possible purpose and intent of the void or cancelled clause that has to be taken into account.

Article 3: Price, billing and payment

1. By Client owed amount to Limis is specified in the order confirmation or agreement between Client and Limis which apply these terms and conditions.
2. All prices and rates are exclusive of turnover tax (VAT) and other charges imposed by the government, unless otherwise stated. All prices and rates are always expressed in Euro (€) unless otherwise stated.
3. Billing by Client to Limis shall always take place at delivery, or by partial delivery, unless otherwise agreed.
4. Payment must be made within 14 days after the invoice date unless otherwise agreed.
5. From the moment Client exceeds payment, it is for each month or part of it the statutory interest payable. Also, all judicial and extrajudicial costs associated with the recovery of any of Client amount due payable by Client. The extrajudicial costs are set at 15% of the amount due payable by Client, with a minimum of €100,00, without prejudice to Limis to full reimbursement of costs and damages to be claimed from Client.

Article 4: Confidential Information

Parties commit themselves to one another to ensure confidentiality of information on all of the other party, of which they and/or their employees in the implementation of only providing service for all of the components of the agreement(s) knowledge will take which they have declared, or the other party knows or reasonably knows that confidentiality is required.

Article 5: Liability

1. Limis only accepts liability to the extent this Article suggests.
2. In the case of culpable failure to fulfil the Agreement Limis is only liable for replacement compensation, i.e. compensation for the value of failure of defective performance. Any liability from Limis for any form of damage is excluded, including additional compensation in whatever form, reimbursement of indirect or consequential damages or damages for lost profits. Limis is further in no event liable for delay damages, damages for loss data, damages for exceeding delivery deadlines because of changed circumstances, damage caused by poor cooperation, information or materials by Client and damage by reason of information of advice which is not explicitly part of a written agreement. Limis is not liable if Client modifies or has modified by third parties products and/or services provided by Limis. This also means the use for which purpose the products and services are not delivered.

3. The compensation to pay by Limis for culpable failure to fulfil an agreement will in no case exceed the total amount under that agreement billing (excluding VAT) and unbilled amounts (excluding VAT) for goods or services already been delivered, which Limis under that agreement could have been billing. If there is an agreement that legally automatically is extended by one year, the damages grounds of breach of the maximum per year for the contract amount (excluding VAT). The compensation for attributable failure will not exceed the agreed amount (excluding VAT) amount (excluding VAT) 3 months prior to the failure of Limis. In this paragraph 3 these amounts and prices are reduced by Client and agreed by Limis granted credits.

4. In cases of gross negligence of Limis, its employees or subordinates which Limis legally liable to, Limis is only liable to compensate damage of death or bodily injury. In these cases the compensation shall never exceed the sum insured per occurrence adverse event, with a series of related events count as one event.

5. Limis liability for damages for unlawful act other than those specified in paragraph 4 of this Article is explicitly excluded. When and if they bear no recourse, the compensation per event - with a series of related events count as one event - never exceed the sum (excluding VAT) stipulated in the agreement between the parties under which the said event has occurred or, failing that, the agreement between parties in force at the time of occurrence of the damage, but never exceeds the insured amount. If there is an automatically extended agreement for one year, the compensation grounds of breach will be the maximum of the yearly contract amount (excluding VAT).

6. Condition for any right to compensation is that Client after the occurrence of the damage as soon as reasonably practicable provides written notice to Limis.

7. Client shall indemnify Limis for all damages Limis could suffer as a result of claims by third parties associated with the by Limis provided products or services, are made, but not only, include:

- third party claims, employees of the client is understood that injury caused by wrongful act of employees who Limis made available to Client and work under its supervision on or its directions;
- third party claims, which will include employees of Limis in relation with the execution of the agreement, as a result of acts or omissions of Client or unsafe situations in its operation;
- claims by third parties who suffer damages as a result of a lack in products or services provided by Limis were used, modified, or delivered under addition of or in connection with products or services from Client to third party unless Client proves that it is not due to lack of use, modification or delivery as referred to above.

8. Limis is never liable for damage which Client could have avoided by making one or more backup files, the Software and/or other software.

9. Subject to in paragraph 1 to 8 in this Article is certain, if legal liability is established stand by Limis any liability in any case is limited to the amount in the appropriate case among the business liability of Limis paid. In all cases in which legal liability under this Article would be established, Client is only entitled to compensation if and insofar as the assurance of Limis in the case concerned claims to payment.

Article 6: Intellectual and industrial property

All rights of intellectual and industrial property on all under the order or agreement made available or developed Software, hardware, course materials or other materials such as analysis, design, documentation, reports, offers, and preparatory material are held solely by Limis, its suppliers or its licensors. Client can here

in no way claim to assert. Client acquires only the rights, the rights of use and powers in these conditions or otherwise expressly granted. Client shall not reproduce or copy the Software and/or other specified materials. Client is only allowed to make backup purposes of Software or other materials for its own. Client can never claim to deliver the source code of Software, nor for standard software by Limis adapted to the needs of Client or Software that is otherwise modified.

Article 7: Obligations of the Client

1. Client shall ensure Limis sufficient facilities and adequate support from employees of Client to perform the order or agreement can obtain sufficient. Client provides Limis always timely all, for a proper execution of the agreement, useful and necessary data or information, and will provide all cooperation.
2. Client is responsible for the use and application of Software, hardware and services to be provided by Limis in its organisation and for the control and security procedures and a proper system management.
3. If the for the performance of the order or agreement necessary data is not in time or not in accordance with the agreements made available for Limis or if Client otherwise is not fulfilling its obligations, then Limis has at least the right to suspension of the execution of the order or agreement and is entitled to the ensuing expenses in accordance with its usual prevailing rates.

Article 8: Deadlines

All Limis (delivery) deadlines are to the best fixed, based on the data known by Limis when starting the order or agreement. The stated delivery times may be observed. The mere fact of any listed (delivery) date will not bring Limis in default. Limis is not bound to (delivery) date which, because of circumstances beyond its control that after entering into the agreement terms, cannot be achieved. If any period is imminent, Limis and Client consult it as soon as possible in order to seek a reasonable and mutually acceptable solution.

Article 9: Termination of agreement

1. Parties have the right to terminate the order or agreement in whole or partially with immediate effect if the other party does not fulfil any obligation of non-compliance which is of such a serious nature that reasonably the terminating party cannot be expected a continuation of the agreement and the renunciation party, after it registered letter was given formal notice and a reasonable time limit still to come, it still fails obligation to or appropriate steps to action to correct this.
2. Limis may terminate the agreement in each case immediately to wholly or partially if Client's bankruptcy is declared, if Client's suspension of payments or is granted or if Client otherwise is unable to meet its payment. Limis relevant to the rescission referred to in the preceding sentence shall never be held to any compensation.
3. If Client at the time of dissolution already performs in the execution of the agreement, Client may only partially dissolve the agreement and this only for that portion that has not yet been performed by Limis. Amounts Limis has billed before the termination in connection to what already has been performed or delivered due to the implement of the agreement, remain due and due immediately at the time the dissolution.
4. Dissolution of the agreement occurs notified by registered letter with acknowledgment of receipt of the other party.

Article 10: Other provisions

1. Amendments or additions to these Terms and Conditions or other conditions of Limis are only valid if agreed in writing.
2. On orders and/or agreements between Limis and Client Dutch law is applicable.
3. Use of the by Limis delivered goods is on behalf and risk of Client.
4. Notices by the parties under this agreement each will do, are written. Oral communications, promises or agreements do not bind parties, unless these are confirmed in writing.
5. In case of force majeure, the obligations in respect of Limis, the execution of the order or agreement shall be suspended for the duration of such force majeure, without the parties on both sides bind to any compensation. Force majeure is defined as any outside direct influence of Limis lying or for any not reasonably foreseeable circumstance that makes the performance of Limis obligations regarding the sale and/or delivery temporarily or permanently impossible. Such circumstances are included the full or partial failure of third parties to whom goods and/or services are received.
6. Limis is entitled to transfer all rights and obligations arising from order or agreement to which these terms and conditions apply, to any third party.

Article 11: Disputes

Any dispute concerning the conclusion, interpretation or implementation of the order or agreement to which these conditions apply and of orders/agreements that might arise there from, and any other proceedings in respect of or in connection with this general conditions or other terms or Limis, either legally or factually, without exception will be settled by the competent court in Almelo.