

General Terms and Conditions

Detcit Training & Consultancy

General Delivery Terms DETCIT	2.6	If the creditworthiness of Client gives reason for this, DETCIT may require further security. As long as such security is not provided by the Client, DETCIT may suspend the delivery and / or declare the current agreement dissolved, without prejudice to DETCIT's right to performance and / or compensation.	are expressly granted under these conditions and the law. Any other or more extensive right of the Client to reproduce software, websites, data files or other materials is excluded. One on Client's right to use is non-exclusive and non-transferable to third parties.
These general delivery conditions are applied between all legal relationships of DETCIT. (to be mentioned later "DETCIT") established in Gemert and all companies belonging to it and its Clients. A copy of these General Terms and Conditions will be sent free of charge at the request of the Client..	3.	<u>Confidential information, privacy and acquisition staff</u>	6.2
GENERAL PROVISIONS	3.1	Each of the parties guarantees that all confidential information received before and after entering into the agreement of the other party will remain secret. Information will in any case be regarded as confidential if it is designated as such by one of the parties.	If, contrary to article 6.1 DETCIT is prepared to commit to the transfer of an intellectual or industrial property right, such an obligation can only be entered into explicitly in writing. If parties expressly and in writing agree that intellectual or industrial property rights relating to software, websites, data files, software developed specifically for the Client, equipment or other materials will be transferred to the Client, this shall not affect the competence of DETCIT to the components, general principles, ideas, designs, documentation, works, programming languages and the like that underlie such development, without any restriction for other purposes. To apply and exploit, either for oneself or for third parties. Nor shall a transfer of intellectual or industrial property rights affect the right of DETCIT to undertake developments on behalf of itself or third parties that are similar to those that have been or are being performed for the benefit of the Client.
<u>Offer and agreement</u>	1.		
These terms and conditions are apply to all offers and agreements whereby DETCIT accepts goods and / or services of any kind Client delivers, even if these goods or services are not described (further) in these conditions. Deviations from these general terms and conditions are only valid if expressly agreed in writing.	1.1	3.2	
All offers and other expressions of DETCIT are without obligation, unless the offer expressly states otherwise in writing. The Client guarantees the correctness and completeness of the measurements, requirements, specifications of the performance and other data on which DETCIT bases its offer, specified by or on behalf of DETCIT.	1.2	Each of the parties will, during the term of the agreement, and one year after termination thereof only after good business consultation with the other party done, employees of the other party who have been involved in the execution of the contract, in service take, or otherwise, work directly or indirectly.	
Applicability of any purchase or other conditions of the Client are explicitly rejected.	1.3	3.3	6.3
If any provision of these general conditions are null and void or will be destroyed, the other provisions of these general terms and conditions will remain in full force..	1.4	<u>Reservation of property and rights, case formation and retention</u>	6.4 each
<u>Price and payment</u>	2.	4.1	DETCIT indemnifies the Client against legal action of a third party is based on the assertion that software, websites, data files, equipment or other materials developed by DETCIT itself infringe an intellectual or industrial property right in the Netherlands, on the condition that the Client informs DETCIT in writing about the existence and content of the legal action and the settlement of leave the case entirely to DETCIT, including making any settlements. The Client will provide DETCIT with the necessary powers of attorney, information and cooperation to defend itself against these legal claims, if necessary on behalf of the Client.
All prices are exclusive of sales tax (VAT) and other charges which of imposed by the government.	2.1	All items delivered to the Client shall remain the property of DETCIT until all amounts owed by the Client for the goods delivered or to be delivered or to be delivered pursuant to the agreement, as well as all other amounts owed by the Client due to the breach of the payment obligation, are fully paid to DETCIT. A Client who is a reseller occurs, all items subject to DETCIT's retention of title may sell and resell as far as is customary in the normal course of his business. If the Client (partly) from goods delivered by DETCIT forms a new item, the Client shall only take the case for DETCIT and the Client shall keep the newly formed case for DETCIT until the Client has paid all amounts due under the agreement; DETCIT has in that case until the moment of full payment by the Client all rights as owner of the newly formed case.	This obligation to indemnify lapses if the infringement is related (i) to materials made available to DETCIT by the Client for use, processing, processing or incorporation, or (ii) with changes made by the Client in the software, websites, data files, equipment or has applied other materials or has them applied by third parties. If it is irrevocably established in court that the software, websites, data files, equipment or other materials developed by DETCIT itself infringe any intellectual or industrial property right belonging to a third party or if, in the opinion of DETCIT, there is a reasonable chance that such a If the infringement occurs, DETCIT will, as far as possible, ensure that the Client delivers the delivered, or functionally equivalent, other software, websites, data files, equipment or the relevant other materials.
In case there is a periodic Client's obligation to pay, DETCIT is entitled to adjust the applicable prices and rates in writing within a period of at least three months. If the Client does not wish to agree to such an adjustment, the Client is entitled to terminate the agreement within thirty days of the notification by the date on which the adjustment would take effect.	2.2	4.2	can continue to use undisturbed, for example by adapting the infringing parts or by acquiring a right of use for the benefit of the Client. If DETCIT to his exclusive judgment not or no different than for him (financially) unreasonably onerous way can ensure that the Client can continue to use the delivered undisturbed, DETCIT will take back the delivered goods on crediting the acquisition costs after deduction of a reasonable usage fee.
The parties shall record in the agreement the date or dates on which DETCIT charges the fee for the agreed services to the Client. In the absence of such an agreement DETCIT is entitled to invoice after delivery. Invoices are paid by the Client according to the invoice mentioned on the invoice payment terms. In the absence of one The Client will pay the specific scheme within fifteen days of the invoice date. Client is not entitled to settlement or suspension of payment.	2.3	DETCIT may retain the goods, products, property rights, data, documents, data files and (interim) results of the services provided by DETCIT within the framework of the agreement, despite an existing obligation to deliver, until Client all to DETCIT amounts due.	DETCIT will not make its choice in this context than after consultation with the Client. Any other or further liability or indemnification obligation of DETCIT for violation of intellectual or industrial property rights of a third party is completely excluded, including liability and safeguard obligations of DETCIT for infringements caused by the use of the delivered software, websites, databases equipment
If the Client is of the opinion that an invoice is incorrect or not entirely correct, it will have to report this within 14 days, in writing and with reasons, otherwise it will be obliged to pay the entire amount within the payment term.	2.4	5.	
If the Client owes the amount due amounts do not pay on time and no notification has taken place as described in art. 2.4, the Client, without any reminder or notice of default being required in default, owes commercial interest ("new statutory" interest) on the outstanding amount. If the Client remains negligent after a reminder or notice of default to pay the claim, DETCIT can hand over the claim, in which case the Client is also obliged to pay all judicial and extrajudicial costs, including costs charged by external experts in addition to the legal costs. Also is Client made by DETCIT costs of unsuccessful mediation owed if the Client is ordered by judgment to pay the full amount in full or in part.	2.5	The risk of loss, theft or damage to the goods, products, software or data that are the subject of the agreement will pass to the Client at the time when they are in the actual disposal power of Client or of a used by the Client auxiliary person.	
<u>Intellectual or intellectual rights industrial property</u>	6.		
All rights of intellectual and industrial ownership of the software, websites, data files, equipment or other materials such as analyzes, designs, documentation, reports developed or made available pursuant to the agreement tenders, as well as preparatory material thereof, rest solely with DETCIT, its licensors or its suppliers. Client only obtains the rights of use that	6.1		

	<p>and / or materials (i) in a form not modified by DETCIT, (ii) in conjunction with items or software not supplied or supplied by DETCIT or (iii) in any other way than for which the equipment, software, websites, data files and / or other materials have been developed or intended.</p>	<p>If telecommunications facilities are used in the performance of the agreement, DETCIT is entitled to assign access or identification codes to the Client. DETCIT can change assigned access or identification codes. The client treats the access codes confidentially and with care and only makes them known to authorized staff members. DETCIT is never liable for damage or costs that are the result of misuse of access or identification codes.</p>	<p>10.1</p>	<p>DETCIT accepts legal obligations to pay compensation insofar as this appears from this article 10.</p>
<p>6.5</p>	<p>The Client guarantees that no rights of third parties oppose making available to DETCIT from equipment, software, for websites intended material (visual material, text, music, domain names, logos etc.), data files, or other materials, including design material, with the goal of use, operation, installation or incorporation (eg in a website). The client will indemnify DETCIT against any action based on the claim to make it available, use it, editing, installing or incorporating infringes any right of third parties.</p>	<p>8. <u>Delivery terms</u></p> <p>8.1 All (delivery) terms mentioned or agreed by DETCIT have been determined to the best of its knowledge on the basis of the information known to DETCIT when the agreement was entered into. DETCIT makes every effort to observe as much as possible in agreed (delivery) terms. The mere exceeding of a specified or agreed (delivery) term does not put DETCIT in default. In all cases, therefore also if the parties have explicitly agreed on a deadline, DETCIT will only be in default on account of the time limit, after the Client has given notice of default in writing. DETCIT is not bound to any (delivery) periods that may or may not be due to circumstances beyond its control which occur after the conclusion of the agreement. have not been achieved. DETCIT is also not bound by a delivery deadline, whether or not it is a deadline, if the parties change the content or scope of the agreement (additional work, change of specifications etc.) have been agreed. If there is a threat of exceeding any term, DETCIT and the Client will consult as soon as possible.</p>	<p>10.2</p>	<p>The total liability of DETCIT due to attributable shortcoming in the fulfillment of the agreement is limited to compensation of direct damage up to the amount of the price stipulated for that agreement (excluding VAT). If the agreement is mainly a continuing performance contract with a duration of more than three months, the stipulated price is set at the total of the fees (excluding VAT) stipulated for the three months immediately prior to the moment that the Client makes DETCIT liable for damage. In no case will the total compensation for direct damage exceed € 450,000,00 (four hundred and fifty thousand Euro). Direct damage is exclusively understood as:</p>
<p>7.</p>	<p><u>Cooperation by the Client</u></p>			
<p>7.1</p>	<p>Client will always timely DETCIT for proper performance of the agreement useful and necessary provide data or intelligence and provide full cooperation, including providing access to its buildings. If the Client employs its own personnel in the context of providing co-operation to the execution of the agreement, this personnel will have the necessary knowledge, experience, capacity and quality.</p>			<p>a. reasonable costs that the Client would have to incur to have the performance of DETCIT comply with the agreement. However, this damage will not be compensated if the Client has terminated the agreement;</p> <p>b. reasonable costs incurred by the Client for the necessity to keep its old system operational for longer or systems and with that related facilities because DETCIT on a front does not have a binding delivery date delivered, minus any savings resulting from the delayed delivery;</p>
<p>7.2</p>	<p>Client bears the risk of the selection, use and application in its organization of equipment, software, websites, data files and other products and materials and the services to be provided by DETCIT, and is also responsible for control and security procedures and adequate system management.</p>	<p>9. <u>Termination</u></p> <p>9.1 The authority to dissolve the agreement only comes to each of the parties if the other party, after a proper written notice of default by which a reasonable period is set for the purification of the shortcoming, imputably fails in the fulfillment of essential obligations from the agreement.</p>		<p>c. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these conditions;</p> <p>d. reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage within the meaning of these conditions.</p>
<p>7.3</p>	<p>If the Client has software, websites, materials, data files or data made available to DETCIT on an information carrier, these will meet the specifications prescribed by DETCIT.</p>			
<p>7.4</p>	<p>If the Client is responsible for the execution of the agreement necessary data, equipment, software or employees not, not timely or not according to the agreements made available to DETCIT or if the Client otherwise not fulfills its obligations, DETCIT has the right to fully or partially suspend the execution of the agreement and has the right to charge the resulting costs according to its usual rates, all this without prejudice to the right of DETCIT to exercise any other legal right.</p>	<p>9.2 If an agreement which by its nature and content does not end by completion, has been concluded for an indefinite period of time, it can be terminated by either party after proper business consultation and stating reasons by means of written cancellation. If no explicit notice period has been agreed between the parties, a reasonable period of notice must be observed in the termination. Parties will be due cancellation shall never be obliged to pay any compensation.</p>	<p>10.3</p>	<p>Liability of DETCIT for indirect damage, consequential loss, lost profit, missed savings, loss of goodwill, loss due to business stagnation, damage as a result of claims from customers of the Client, mutilation or loss of data, damage related to the use of DETCIT by the Client goods, materials or software from third parties, damage related to the engagement of suppliers to DETCIT prescribed by the Client and all Other forms of damage than mentioned in articles 10.1 and 10.2, for whatever reason, are excluded.</p>
<p>7.5</p>	<p>In the event that DETCIT employees perform work at the Client's location, the Client will provide the care free of charge for the reasonable facilities desired by those employees, such as a workspace with computer and telecommunications facilities. The workspace and facilities will meet to all applicable (legal) requirements and regulations concerning working conditions. The client indemnifies DETCIT for claims from third parties, including employees of DETCIT, who suffer damage in connection with the execution of the agreement which is the result of acts or omissions of the Client or of unsafe situations in his organization. The Client will inform the employees of DETCIT in good time of the home and security regulations applicable within his organization.</p>	<p>9.3 Either party can terminate the agreement in writing without notice of default with immediate effect if the counterparty is granted a suspension of payment, whether or not provisionally, if the counterparty is filed for bankruptcy if the counterparty is otherwise unable to meet its obligations. payment obligations or if the company of the other party liquidated or terminated other than at for the reconstruction or merger of companies. DETCIT is never liable for any refund of already received funds or compensation for damages due to this termination. In case of bankruptcy of the Client will lapse right to use the software made available to the Client by operation of law.</p> <p>9.4 If the Client is at the time of the dissolution as referred to in Article 9.1 already performance to implement the agreement, these performances and the related payment obligation will not be subject to undoing, unless DETCIT is in default with regard to those performances. Amounts DETCIT has invoiced before the dissolution in connection with what it has already performed or delivered in execution of the agreement, with due observance of the provisions of the previous sentence remain in full and will become immediately due and payable at the time of the dissolution.</p>	<p>10.4</p> <p>10.5</p>	<p>The limitations mentioned in articles 10.2 and 10.3 shall lapse if and insofar as the damage is the result of intention or gross negligence of DETCIT demonstrated by the Client.</p> <p>The liability of DETCIT because of attributable shortcoming in the fulfillment of an agreement only arises if the Client immediately informs DETCIT in writing of a reasonable deadline for the purification of the shortcoming, and DETCIT continues to fail shortly after fulfilling its obligations. The notice of default must provide as detailed a description of the shortcoming as possible contain DETCIT, so that DETCIT is able to respond adequately.</p>
<p>7.6</p>	<p>If in the execution of the agreement use is made of telecommunications facilities, including the internet, the Client is responsible for the correct choice and the timely and adequate availability thereof, except for those facilities which are under direct use and management of DETCIT. DETCIT is never liable for damage or costs due to transmission errors, malfunctions or non-availability of these facilities, unless the Client proves that this damage or costs are the result of intent or gross negligence of DETCIT or its managers.</p>	<p>10.6 The condition for the existence of any right to compensation is always that The Client reports the damage to DETCIT in writing as soon as possible after its occurrence. Any claim for damages against DETCIT expires by the mere lapse of 24 months after the claim arose.</p> <p>10.7 The client indemnifies DETCIT against all claims by third parties due to product liability as a result of a defect in a product or system supplied by the Client to a third party and which also consisted of equipment, software or other materials supplied by DETCIT, except if and insofar</p>	<p>10.6</p> <p>10.7</p>	
		<p>10. <u>Liability of DETCIT; indemnity</u></p>		

	as the Client proves that the damage has been caused by that equipment, software or other materials.		such as maintenance, included in these general terms and conditions.		complete with the order and original order confirmation.
10.8	The provisions in this article also apply favor of all (right) persons DETCIT to implement the agreement..	14.	<u>Performance</u>	16.	<u>Change and additional work</u>
11.	<u>Force Majeure</u>	14.1	DETCIT will make every effort to execute the service with care, where appropriate in accordance with the agreements and procedures recorded in writing with the Client. All services of DETCIT are performed on the basis of a best efforts obligation, unless and insofar as DETCIT has expressly promised a result in the written agreement and the result concerned has also been described with sufficient certainty. Any agreements concerning a service level are always expressly expressed in writing agreed.	16.1	If DETCIT has carried out work or other services at the request or with the prior consent of the Client that fall outside the content or scope of the agreed service, these activities or services will be reimbursed to DETCIT by the Client according to the usual rates of DETCIT. DETCIT is, however, not obliged to comply with such request and may require that a separate written agreement be concluded for this.
11.1	No party is obliged to it fulfill any obligation if he prevented from doing so as a result of force majeure. Force majeure understand force majeure of suppliers of DETCIT, failure to properly comply with obligations of suppliers that are prescribed to DETCIT by Client, as well as defectiveness of items, materials, software from third parties of which it use by DETCIT to Client prescribed.	14.2	If it has been agreed that the service provision will take place, DETCIT is entitled to postpone the commencement of the services that is in writing.	16.2	Client accepts this by work or performances as referred to in Article 16.1 the agreed or expected time of completion of the service, and the mutual responsibilities of Client and DETCIT, can be affected.
11.2	When the force majeure situation is longer than ninety days has elapsed, the parties have the right to terminate the agreement by written termination. What has already been performed pursuant to the agreement will then be settled proportionally, without the parties owing each other anything else.	14.3	Only if this is explicitly stated in writing agreed DETCIT is obliged in the execution of the service provided timely and sound indications of Client to follow. DETCIT is not obliged to follow instructions that the change or supplement the content or scope of the agreed service; however, if such instructions are followed, the relevant work will be reimbursed in accordance with Article 16.	16.3	Insofar as a fixed price has been agreed for the services and the parties intend to enter into a separate agreement with regard to extra work or services, DETCIT will inform the Client in advance in writing about the financial consequences of this extra work or performance.
12.	<u>Export</u>	14.4	If the service agreement has been entered into with a view to execution by a specific person, DETCIT will always be entitled to replace this person with one or more other persons with the same qualifications.	17.	<u>Training, courses and training</u>
12.1	When exporting equipment, parts or software by the Client, the relevant export provisions apply. The Client shall indemnify DETCIT against all third-party claims that are related to violations of the applicable export regulations that are attributable to the Client.	14.5	In the absence of an explicitly agreed invoicing schedule, all amounts relating to services provided by DETCIT shall be owed once every calendar month in arrears.	17.1	In so far as the services provided by DETCIT consist of providing training, courses or training, DETCIT may always demand the payment due before the commencement thereof. The consequences of a cancellation of participation in a course, course or training are governed by the rules that are customary at DETCIT.
12.2	In the event that DETCIT exports products pursuant to an agreement with the Client DETCIT cannot be held liable for any delays caused by the necessary export facilities.	15.	<u>Prices</u>	17.2	If, in the opinion of DETCIT, the number of applications gives rise to this, DETCIT is entitled to combine the training, course or training with one or more other courses, courses or training courses, or to have these take place at a later date or later date.
13.	<u>Applicable law and disputes</u>	15.1	Rates for the work will be each time by DETCIT and Client are agreed and stated in the order confirmation. This rate is valid for a period of six months. If the work is carried out on location at the Client's premises, DETCIT is entitled to charge at least one half-day (4 hours). DETCIT has the right to adjust the rate semi-annually to the changes of the CBS index for collective wages, category business services, increased by 4%, or otherwise if this is reasonable in DETCIT's opinion.	18.	<u>Secondment</u>
13.1	Similarities between DETCIT and Client will be governed by Dutch law. Applicability of it Vienna Sales Convention 1980 is excluded.	15.2	The rate applies to normal working hours, i.e., on Monday through Friday with exception of generally recognized public holidays, from a maximum of eight hours a day on normal working hours between 7 am and 6 pm. For work performed longer than eight hours on a working day, or outside these normal working hours the following increases apply: from 18.00 to 23.00 with 50%; from 11 pm to 7 am and Saturdays, Sundays and public holidays with 100%; working for more than eight hours on a working day, after 8.5 hours worked, a surcharge of 50% applies to the rates applicable for the relevant hours.	18.1	From posting in the sense of this conditions is as DETCIT one employee (hereinafter: the posted worker employee) to the Client in order to have this employee carry out activities under the supervision and management or supervision of the Client.
13.2	Disputes between DETCIT and Client may arise to reason of a between DETCIT and Client concluded agreement or as a result of further agreements resulting therefrom, are settled by means of arbitration in accordance with the Arbitration Rules of the Foundation Dispute resolution Automation in Den Hague, all this without prejudice to the right of the parties to request a provision in summary arbitral proceedings and without prejudice to the right of the parties to take precautionary legal measures.	15.3	Changes in the planning of activities within the framework of an assignment are free of charge up to 2 weeks before the planned execution. After that DETCIT invoicing can take place according to the following scale: up to 1 week before the scheduled day of execution 25% of the agreed activities; up to 1 working day for the planned day of execution 50% of the agreed activities; within 1 working day for the planned execution 75% of the agreed work.	18.2	DETCIT makes every effort to ensure that the posted employee remains available for the duration of the agreement, without prejudice to the provisions in Article 18.3 regarding replacement.
13.3	In order to find an amicable solution of one existing or possible future dispute to try, the most ready party always an ICT mediation in accordance with the ICT mediation regulations of the Foundation Dispute resolution Automation in the Hague. ICT mediation in accordance with this Regulations are aimed at mediation by one or more mediators. This procedure does not lead to a judgment that is binding on the parties. Participation in this procedure takes place on a voluntary basis. The provisions of this subsection do not prevent a party wishing to pass the procedure of ICT mediation and immediately follow the dispute regulation referred to in article 13.2.	15.4	If during the execution of an assignment the nature or content of the work, or the location where the work is performed or otherwise, are changed, DETCIT is entitled to determine any new conditions and hourly or daily rates, which then, provided confirmed and signed in writing, part of and	18.3	The Client is entitled to request replacement of the seconded employee (i) if the posted employee demonstrably does not meet the explicitly agreed quality requirements and the Client this within three working days after commencement of the work in writing, communicates to DETCIT, or (ii) in case of long-term illness or termination of employment of the seconded employee. DETCIT will immediately address the request with priority attention to give. DETCIT does not guarantee that replacement is always possible. If replacement is not possible or is not immediately possible, the Client's claims lapse on further fulfillment of the agreement as well as all claims of the Client due to non-fulfillment of the agreement. Payment obligations of the Client concerning the work performed remain in place.
	SERVICE			18.4	DETCIT is obliged to timely and complete remittance of the allowance for the posted worker employee in connection with the agreement pay wage tax and (advance) premiums for social insurance. DETCIT indemnifies the Client against all legal requirements claims from the tax authorities respectively social insurance authorities with respect to taxes and social insurance premiums directly
	The provisions mentioned in this chapter "Services" are, in addition to the General Provisions of these general terms and conditions, applicable if DETCIT provides services, such as project management, consultancy, feasibility research, consultancy, training, courses, training, support, secondment, hosting, designing, develop, implement or manage software, websites or information systems and services related to networks. These provisions are without prejudice to the provisions concerning specific services,				

	associated with the posting by DETCIT of the seconded employee (the so-called hirer's liability), provided that Client the settlement of the regarding claims entirely left over to DETCIT, thereby giving him full co-operation and providing him with all necessary information and, if desired by DETCIT, process proxies.		In no case implies DETCIT's recognition of the ground for return as stated by the Client. The risk of returned goods remains with the Client until they have been credited by DETCIT.		whatever reason are deemed not to apply or are declared inapplicable, the provisions in these conditions apply.
18.5	DETCIT accepts no liability for the selection of the employee or for the results of activities that have been established under the supervision and management or direction of the Client.			25.3	Maintenance contracts are renewed tacitly each time unless otherwise agreed in writing. A maintenance contract can take place no later than 90 days before the end of the duration will be canceled in writing.
		21.3	DETCIT reserves the right for any crediting resulting from return shipments to carry out less 15% of the invoiced price of the returned products, with a minimum of € 100.00 (a hundred euros).		
		22.	<u>Delivery, installation and acceptance</u>		SALE OF STANDARD PROGRAMMING
		22.1	DETCIT will handle the standard equipment		The "Sales of standard software " In addition to the General Provisions of these general terms and conditions, these provisions apply to all standard software provided by DETCIT. The in this the rights and obligations referred to in this chapter relate exclusively to computer software in a form that can be read by a data-processing machine and recorded on material readable for such a machine, as well as on the documentation, everything including any new versions to be provided by DETCIT.
			Make the client available by delivery in accordance with Article 19 and this becomes supposed to have been accepted on it moment of delivery.		
		22.2	If an installation to be carried out by DETCIT has been agreed in writing, a further acceptance procedure will be agreed between the parties for the acceptance of the installation service. If one such a procedure will be lacking installation service between parties apply as accepted on the date of delivery.	26.	<u>Software from suppliers of DETCIT</u>
					If and insofar as DETCIT makes (third party) software of third parties available to the Client, the terms and conditions of those third parties shall apply to that software in the context of that software and the relevant license agreement shall be deemed to apply. Or maintenance agreement come between the Client and the third party. Client accepts the terms and conditions of third parties. These conditions are mostly embedded in the packaging of the relevant software, or processed in the software itself. DETCIT will also send these conditions to the Client at his request. The provisions of this article also apply to software supplied by DETCIT which is taken into use by the Client by acceptance of a so-called 'shrink wrap' license, whereby the license agreement between the Client and the relevant third party is effected by opening the packaging of said software. If and insofar as the aforementioned conditions of third parties in the relationship between the Client and DETCIT for whatever reason are deemed not to apply or are explicitly declared inapplicable in writing, the provisions in these conditions apply.
		19.	<u>Delivery and risk equipment</u>		
19.1	The standard equipment sold by DETCIT to the Client shall deliver DETCIT or have it delivered at a location to be designated by the Client in the Netherlands. DETCIT shall inform the Client, if possible in good time before delivery, of the time at which it or the engaged carrier intends to deliver the equipment. The delivery times indicated by DETCIT are always indicative.	23.	<u>Warranty</u>		
19.2	Delivery of equipment takes place on the agreed place at the agreed purchase price. Unless expressly agreed otherwise, the purchase price of the equipment does not include the costs of insurance, hoisting and hoisting, hiring of temporary provisions etc.	23.1	During a period of three months after the delivery, DETCIT will, to the best of its ability, inspect any material and materials manufacturing defects in standard equipment, recover during normal working hours or have them repaired if they have been reported in detail to DETCIT within that period. All replaced parts become the property of DETCIT. The warranty obligation lapses if these errors are wholly or partially the result of incorrect, careless or incompetent use, external causes such as fire or water damage, environmental factors or if the Client changes the standard equipment or components used by DETCIT without the permission of DETCIT. have been delivered, installed or installed in the context of warranty or maintenance.		
19.3	The risk with regard to the standard equipment passes to the Client on delivery.	23.2	Work and costs of repair outside the scope of this guarantee will be charged by DETCIT in accordance with its usual rates.		
19.4	DETCIT will pack the equipment for delivery according to the usual with her applicable standards. If the Client requires a special method of packaging or transport, the associated additional costs will be for his account.	24.	Equipment supplied by DETCIT If and insofar as DETCIT supplies standard equipment from third parties to the Client, the conditions of these third parties will apply to that equipment, provided DETCIT has provided this to the Client in writing or if this is otherwise known to the Client. with a waiver of the deviating provisions in these conditions. The Client accepts the terms and conditions of third parties. These conditions are available for inspection by DETCIT for the Client and DETCIT will send these to the Client at his request. If and insofar as the aforementioned conditions of third parties in the relationship between the Client and DETCIT for whatever reason are deemed not to apply or are declared inapplicable, the provisions in these conditions apply.	27.	<u>Delivery, installation and acceptance</u>
19.5	The Client is responsible for the removal of the released from him packs of delivered by DETCIT products and will treat them on one manner consistent with the applicable government regulations. The Client indemnifies DETCIT against claims from third parties for non-compliance with such regulations.			27.1	DETCIT will run the software on the agreed kind and size supply information carriers to the Client and, if an installation to be carried out by DETCIT has been agreed in writing, install the software at the Client.
20.	<u>Installation services</u>			27.2	The software will be between parties apply as accepted:
20.1	The Client shall ensure an environment that meets the requirements specified by DETCIT for the equipment, as the occasion arises (eg regarding temperature, air humidity, technical environment requirements etc.).	25.	<u>Maintenance</u>		a. at the delivery of the software or
20.2	If agreed in writing, DETCIT will install the standard equipment or have it installed. Any obligation to install equipment by DETCIT does not include the obligation to install software or to run data conversion.	25.1	If and in so far as there is a maintenance agreement with regard to the maintenance of the delivered equipment is agreed, the conditions apply as stated in a separate maintenance agreement.		b. if an installation to be carried out by DETCIT has been agreed in writing, the installation service will be accepted at the completion of the installation, or
20.3	In all cases the Client will be in favor supply the equipment with a suitable installation site with all necessary facilities, such as cabling and telecommunication facilities, and follow all instructions of the supplier required for the installation.	25.2	If the maintenance concerns standard equipment of third parties, provided DETCIT has communicated this to the Client in writing or if this is otherwise known to the Client, the conditions of these third parties apply with regard to this maintenance, with the exception of the deviating provisions in this conditions.		c. if an acceptance test has been agreed between the parties in writing; on the first day after the test period, or
20.4	The Client shall grant DETCIT access to the installation site during the normal working hours of DETCIT for the execution of the necessary work.			27.4	d. if DETCIT receives a test report as referred to in Article 27.3 before the end of the test period: at the moment that the errors referred to in that test report have been corrected, without prejudice to the presence of deficiencies
21.	<u>Return shipments</u>				If, when carrying out the agreed acceptance test, it appears that the software contains errors that impede the progress of the acceptance test, the Client shall inform DETCIT about this in a test report in writing in detail, in which case the test period shall be interrupted until the software has been modified in such a way that this impediment is lifted. DETCIT will make every effort to repair the reported
21.1	Without prior written permission For its part, DETCIT is not obliged to accept returns from the Client.				
21.2	In receipt of return shipments				

errors within a reasonable period of time, whereby DETCIT is entitled to install temporary solutions or program detours or problem avoiding restrictions in the software.

27.5 Acceptance of the software is not allowed are deprived because of the existence of small errors, which are errors that do not reasonably prevent the operational or productive use of the software.

28. Warranty

28.1 During a period of three months after delivery, or, if an acceptance test has been agreed between the parties, three months after acceptance, DETCIT will, to the best of its ability, correct any errors in the repair software and / or have it repaired if it has been reported in writing to DETCIT in writing within that period. DETCIT does not guarantee that the software will work without interruption or errors or that all errors will be corrected. Recovery of mutilated or lost data is not covered by the warranty. The warranty obligation expires if Client without written permission of DETCIT changes in the software or make it.

28.2 Errors will be repaired at a location to be determined by DETCIT. DETCIT is entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the software.

28.3 At the end of the period referred to in article 28.1 warranty period DETCIT is not held repair possible errors, unless a maintenance agreement has been concluded between the parties that includes such a repair.

29. Maintenance

29.1 If and in so far as there is a maintenance agreement with regard to the maintenance of the delivered goods software, the conditions apply as stated in a separate maintenance agreement.

29.2 If the maintenance is on standard software from third parties, provided DETCIT has informed the Client in writing whether this is otherwise known to the Client, the terms and conditions of those third parties apply with regard to this maintenance, with the exception of the provisions in these conditions. Client accepts The intended conditions of third parties. These conditions are available for inspection by DETCIT for the Client and DETCIT will send these to the Client at his request. If and insofar as the aforementioned conditions of third parties in the relationship between the Client and DETCIT for whatever reason are deemed not to apply or are declared inapplicable, the provisions in these conditions.

29.3 Maintenance contracts are always tacitly renewed unless otherwise agreed in writing. A maintenance contract can be terminated in writing up to 90 days before the end of the term.

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