

General terms and conditions intended for non-participants in respect of services rendered by the Technisch Centrum voor de Keramische Industrie, established in Velp, municipality of Rheden (The Netherlands).

1. These terms and conditions shall apply to all agreements concluded by us with our contracting partners.
2. The contracting party accepts the applicability and the binding character of such terms and conditions by merely concluding with us a contract of assignment. Deviating terms and conditions of a contracting party shall not be accepted by us and shall not be binding upon us, even if the contracting party rejects explicitly the applicability of our terms and conditions.
 - 2.a In case a clause or part thereof is not applicable such clause shall be considered to be replaced by a clause that is as much as possible in conformity with the clause declared not applicable. For the remainder the general terms and conditions shall remain effective viz. applicable.
3. Offers made by us are without any obligation whatsoever.
4. An agreement will be formed by acceptance/confirmation by us in writing of an assignment or when we have started the execution of the assignment.
5. Changes in the assignment/agreement or deviations of these terms and conditions shall only be binding in case these changes or deviations have been agreed explicitly in writing.
6. When we accept an assignment we will not bind ourselves beyond exerting ourselves to execute the agreed activities so as to reach the result desired by the contracting party viz. a result usable by him.
7. An assignment shall be executed by us in principle within the agreed period of time, however exceeding such period shall not result in shortcomings on our part.
8. The contracting party shall make available to us, in due time, the goods and data, including any possible assistants, needed for the execution of the assignment. In case the contracting party is in default with that also at the expiry of a period of time to be reasonably set by us, then his rights arising from the agreement shall become null and void, however, he shall remain obliged to pay the agreed price in proportion to the work carried out by us.
9. Only the contracting party shall be responsible for selection, representativeness, coding, etc as well as for making available the samples to be examined by us.
10. We shall be entitled to employ under our responsibility third parties when executing the assignment.
11. Unless we have mentioned a firm price in the confirmation, agreed price shall mean the amount stated by us through post-calculation on the basis of the rates and methods customary with us. In case we have mentioned an indicative price, then such shall only be considered to be a non-obligatory estimation of the costs.
12. Work executed by us in excess of contracted work will be calculated at the rates applicable to or forming the basis of the original assignment.
13. All amounts mentioned by us are exclusive of turnover tax unless differently stated.

14. We reserve the right to require pre-payment at any and all times as well as the right to send periodical invoices.
15. Payment must be made within thirty days after the invoice date in Netherlands currency at our office or by payment into a bank account designated by us. In case such period of time is exceeded, the contracting party shall be held to compensate interest to a percentage equal to statutory interest increased by 2 and all our costs of collection without a notice of default or judicial intervention.
16. We shall not be held to confidentiality, unless explicitly agreed otherwise in writing, except in respect of the name of the contracting party and the data obtained from the latter, unless such data are already in our possession, are public knowledge or obtained legally by us from a third party.
17. With due observance of the provisions included in the articles 18 and 21 the contracting party shall have the full and free disposal of the results of the activities assigned to us. In case the contracting party should wish to publicize the result of assigned activities then such results must be presented integrally and with source indication.
18. Copy right in respect of all documents produced/delivered by us such as drawings, designs, models, sketches, etc, shall remain with us, even if costs for production have been charged.
19. We shall be entitled to freely use for ourselves the results of the activities assigned to us unless explicitly agreed otherwise. We may not freely use and/or put at someone's disposal results from research carried out by us, inclusive results arising from activities assigned to us by third parties in case at our discretion this will or may damage participants.
20. We will store goods, such as samples, put at our disposal within the scope of an assignment for only seven days after the notification or the results of an assignment or examination has/have been sent to the contracting party unless explicitly agreed otherwise. Storage will be carried out at the risk of the contracting party. The goods will be destroyed at the end of this period of time.
21. In case during the execution of an assignment with our cooperation an invention is made, we shall be exclusively entitled to dispose of such invention and to possibly apply for a patent; the contracting party in question shall not be entitled to any right whatsoever in respect of such invention.
22. Any and all possible claims of the contracting party vis-à-vis us in connection with an agreement shall become null and void in case we have not been informed in writing of such claim within 12 months from the date of the (final) invoice.
23. In case of force majeure, chance and/or special circumstance not depending on our will, it is impossible, onerous and/or more expensive for us to perform a concluded agreement, we shall be entitled to consider such agreement as dissolved or to cancel the assignment without being held to any compensation vis-à-vis the contracting party.
24. Our liability vis-à-vis a contracting party and/or third parties in respect of damage or loss that results from an attributable failure to fulfil our engagement or from an unlawful/wrongful act, except in case of intention or gross negligence, will be restricted as follows:
 1. in case our activities concern the analysis of samples: up to at most an amount of € 2,268.90 per case of damage;
 2. in case of other activities: up to at most an amount of € 50,000.00 per assignment.

However, we shall not be liable at all for loss resulting from excess of the agreed period of time nor in case failure results from force majeure.

The contracting party shall be liable for loss or damage suffered by us and/or by third parties engaged by us as a result of not or insufficiently supplying information by the contracting party to us in respect of hazards for persons and/or goods in view of the performance of agreements.

25. We shall not be liable either for costs, loss and interest that might arise as direct or indirect consequence of violations of patents, licences or other rights of third parties, as well as of intention or gross negligence of our employees or third parties engaged by us.

26. The contracting party shall indemnify us against any and all possible claims of third parties on the basis of damage or loss suffered by such third parties in connection with activities assigned to us or the results thereof.

27. Any agreement shall exclusively be governed by Netherlands law.

28. All disputes that might arise on account of and/or in connection with an agreement shall exclusively be brought before the competent court of the district in which our registered seat is located.

These general terms and conditions have been laid down by the foundation and filed at 25 September 1997 with the Chamber of Commerce and Industry for Centraal Gelderland in Arnhem (The Netherlands).