

Article 1 General

1. The following terms in these general terms and conditions ('conditions') will mean, unless expressly determined otherwise:
 - **Milispec:** the private limited liability company ('besloten vennootschap met beperkte aansprakelijkheid') **Milispec International B.V.**, established under Dutch law at Huygensstraat 15 (2652 XK) Berkel en Rodenrijs, registered with the Trade Register of the Chamber of Commerce under nr.: 24329533, VAT nr.: NL816954835B01. A legal entity that applies these General Terms and Conditions, and one or more legal entities, irrespective of whether they are established in the Netherlands, that are affiliated and/or connected with Milispec.
 - **Other party:** every natural person or legal entity that has a contractual relationship with Milispec based on an agreement concluded with Milispec, or that wishes to enter into an agreement with Milispec. The terms the other party will particularly refer to any party that purchases goods from Milispec and takes delivery of same, as well as to any party on whose instructions and for whose account work is performed and services are provided.
 - **Agreement:** any contract, concluded in whatever way, not being a contract of carriage, between Milispec and the other party, or any changes or additions to it as well as any actions or legal actions taken in preparation of, and in execution of, that agreement.
 - **Products:** all goods, materials and/or equipment, designs, installations and written advisory documents included, which Milispec delivers in relation to an agreement.
 - **Activities:** all forms of services, relating and/or pertaining to the goods sold or to be sold and to be delivered by Milispec and all transactions relating to the contract of sale/work/services, all this in the broadest sense.
2. These conditions are applicable to all legal relationships with Milispec, also if third parties are involved. The applicability of any terms and conditions by any other party other than Milispec, is hereby expressly rejected.
3. In case a provision is declared inapplicable through judicial intervention, the other provisions of these conditions remain fully applicable. If such a situation arises Milispec will establish new provisions to replace the specific provisions, whereby if and so far, as possible the purpose and intent of the original provisions will be taken into account.
4. In case Milispec tacit and/or implicit deviation from these conditions allows, such deviation does not affect its right to demand immediate and strict compliance with these conditions in any way. The other party can never derive and/or assert any right(s) from the fact that Milispec applies these conditions in a flexible way and/or Milispec not always requires strict compliance with the provisions of these conditions.
5. Uncertainties on the content of these conditions, or on situations that are not regulated in these conditions, should be assessed to the spirit of these conditions.
6. The other party with whom has once been contracted under these conditions shall be deemed to have tacitly agreed to the applicability of these conditions on any agreement with Milispec concluded on a later date.

Article 2 Offers and agreements

1. Any offers issued by or on behalf of Milispec will not be binding on Milispec in any way, unless the offer expressly and unambiguously states the contrary, in writing.
2. Each offer, quotation and/or other expression made by or on behalf of Milispec is made free of obligation and stand 30 days. Costs incurred in establishing a quotation are on account of the applicant.

3. The agreement between Milispec and the other party will be concluded as soon as Milispec had received a written notice of acceptance of the offer or, in the event of a verbal agreement, once the supply of the goods and/or the performance of the services has been commenced by Milispec and a written notice has been issued to the other party simultaneously.
4. If the acceptance deviates from the offer, Milispec will not be bound thereby. In such case the agreement will not come into being in accordance with such divergent acceptance.
5. If the acceptance notice contains any reservation and/or amendments in respect of the offer, the agreement will only be concluded if Milispec notifies the other party that it agrees to those deviations from the offer.
6. A composite quotation will not oblige Milispec to supply part of the goods included in the offer or quotation for a corresponding part of the stated price.
7. Offers or quotations will not apply automatically to follow-up orders.
8. If it is in the interest of the other party for Milispec to deliver the activities fully or partially or if this is requested by the other party, the agreement is deemed to have come about the moment the activities commence.

Article 3 Performance of the agreement

1. Milispec is free to perform the activities as it deems appropriate. In doing so Milispec will, to the best of its ability, comply with the interests of the other party and the standards of good workmanship.
2. Milispec only has an obligation to perform to the best of one's abilities, never an obligation to produce a certain result.
3. Milispec is free to let third parties (partially) perform activities for its own risk, including subordinates. If Milispec wishes to let third parties (partially) perform the activities in consultation with and/or upon request of the other party, the engaged third parties and/or subordinates of the other party will perform the activities on their own account and risk. Milispec is then only liable for the quality of its own work.
4. The other party must ensure that all the licenses, permits and other decisions necessary for the timely performance of the work have been obtained in time and if necessary have been made available in time to Milispec.
5. The other party ensures that Milispec can (let) perform the activities undisturbed and at the agreed time and that Milispec is given the facilities necessary for the performance of the activities. This also implies that the needed materials and tools are timely available for the performance, such as a needed crane tool.
6. If it has been agreed that the agreement will be performed in phases, Milispec may postpone its performance of parts belonging to a subsequent phase until the other party has approved the results of the previous phase in writing.
7. If Milispec or any third parties engaged by Milispec in the context of the assignment perform any Work on site at the other party or at a location of the other party's choice, the other party will provide any facilities which the relevant employees reasonably enquire.
8. Milispec can never be compelled to perform the activities in such a manner that this performance would in any way violate the applicable legislation and regulations or codes of conduct. This also applies for regulations or codes of conducts determined by the other party.
9. If Milispec depends on the permission and/or cooperation of third parties for the performance of the agreement and this is not (completely) provided or not provided on time, then Milispec can terminate the agreement if it so wishes. Milispec is then authorised to invoice the costs made and to be made in respect of the activities to the other party without there being any right to claim any payment of damages.

10. In the case of storage and/or conservation/maintenance of items for other parties, Milispec is free in the choice of storage, the subject storage must be recorded in writing in advance and Milispec is not obliged to perform any investigation to the items/the subject of storage.

Article 4 Information and data

1. Milispec relies on the information and data provided by the other party during the performance of her services. Milispec may hereby assume that the information provided by the other party is correct.
2. The other party shall ensure that all data, whereof Milispec states that are necessary or whereof the other party should reasonably understand that they are necessary for the performance of the work, are provided to Milispec promptly on the way Milispec determines. If the, for the performance of the agreement, required information is not timely supplied to Milispec, Milispec has the right to suspend performance of the agreement and/or to charge the other party for any extra costs relating to the suspension, in accordance with the customary rates.
3. The other party cannot derive any rights from advice and information he receives from Milispec if these do not directly relate to the agreement or activities.
4. The other party is responsible for the drawings, calculations, designs made by or on behalf of the other party and for the functional suitability of the materials prescribed by or on behalf of the other party.

Article 5 Delivery

1. Unless the contrary has been agreed in writing, delivery will be effected ex Milispec's warehouse ('ex works'). Deliveries will be effected carriage paid only if and insofar as this has been expressly stated in writing by the seller/other party on the invoice or a similar document.
2. If delivery is effected on the basis of the 'Incoterms', the Incoterms that apply at the time of the agreement's conclusion will govern the agreement.
3. The other party will be obliged to take delivery of the goods at the time that Milispec delivers or has others to deliver it, or at the time at which the goods are made available to it in accordance with the agreement.
4. If the other party refuses to take delivery of the goods or fails to provide information or instructions necessary for the delivery, Milispec will be entitled to store the goods at the expense and risk of the other party. After a period of four weeks following the expiry of the agreed delivery term, Milispec will be entitled to dissolve the agreement by means of an extra-judicial declaration and Milispec will be free to sell the goods in question. The corresponding costs and any lower proceeds will be for the account of the other party. The storage costs amount to 8% per month, calculated on the total invoice value.
5. If the goods are delivered, Milispec will be entitled to charge any delivery costs. In that event, such costs will be invoiced separately.
6. If the other party takes delivery of the goods from a carrier engaged by and/or operating on the instructions of Milispec, this fact will be considered proof that the packaging material is in good condition, unless the other party writes the contrary on the consignment note or the receipt.
7. If Milispec requires data from the other party in the context of the agreement's performance, the delivery term will commence after the other party has made those data available to Milispec.
8. If Milispec has stated a delivery term, that term will be indicative only. A stated delivery date may therefore never be considered a firm deadline. If a term is exceeded, the other party should give Milispec written notice of default, by registered letter.

9. Milispec will be entitled to deliver the goods in parts, unless provisions of the contrary have been laid down in the agreement of such partial deliveries would not have any independent value. Milispec will be entitled to invoice such deliveries separately.
10. If the delivery is deemed to be an intra-community transaction free of VAT (within the meaning of article 28, quater subsection A of EEC Directive 91/680 of the European Council), the buyer – if the buyer arranges the transport – must inform the vendor in writing and in good time prior to the time of delivery which individual VAT number the buyer will be using for each transaction and to which other EU Member State or non-EU State the product is being transported to, by and on behalf of the buyer. If in the case described above the vendor has gained sufficient assurances that the buyer will provide the necessary proof on request, the vendor will charge VAT at the 0% rate. The buyer will on request submit to the vendor as soon as possible but within 5 days at the latest documentary evidence showing that the product has in fact been transported to the indicated EU Member State or non-EU state under the VAT number in question. The buyer is liable for the VAT, increases, interest and fines payable by the vendor if the aforementioned documents are not received on time by the vendor and/or those documents, in the judgement of the tax authorities, are not correct or do not constitute sufficient proof that justifies its free of VAT rate.
11. With regard to items subject to storage and/or conservation at Milispec, Milispec will deliver to the location as requested by the other party, on the date of request of the other party, after at least three working days after arrival of the request of the other party. If it concerns a location outside the Benelux, at least a reasonable term for that destination must be retained. A request that is submitted too late is at the expense and risk of the other party. The costs and risks for transport are for the other party.

Article 6 Samples, models, illustrations

1. If the other party has been shown or provided with a sample, prototype or model, same should be presumed to have been provided as an indication only, without the good having to correspond to same, unless it has been expressly agreed that the good will be identical.
2. Any illustrations, prototypes, drawings, data pertaining to weights, measurements, colours, and data pertaining to the intended use of the equipment contained in price lists, on Milispec website, and in folders, brochures and advertisements will be compiled with the greatest possible care, but will be approximate only and will not form any grounds for damages and/or dissolution.
3. No right can be derived from the training-, education- and/or course material that Milispec uses or handed over to the other party and/or to participants of a training-, education- and/or course (day). This is only to support the training-, education- and/or course (day) that Milispec provides at the request of the other party.
4. Article 18 of this conditions expressly applies to all samples, prototypes, models, drawings, images and data of Milispec.

Article 7 Inspections, complaints and returns

1. The other party will be obliged to inspect the delivered goods, or have others do so, at the time of delivery/transfer, though in any event within three working days of delivery/transfer. In doing so, the other party should investigate whether the quality and quantity of the delivered goods correspond with the agreements made, or in any case meet the requirements expected in that respect in standard business practice.
2. The provisions of Article 5.6 will apply fully.

3. Any visible defects, shortfalls or delivery of not ordered products should be reported to Milispec in writing within three working days of delivery. After this term, the other party can no longer invoke (any right to) a defect.
 4. Invisible defects or shortfalls should be reported in writing within three weeks of their discovery, though no later than within twelve months after delivery, perishable products excluded. After this term, the other party can no longer invoke (any right to) a defect.
 5. Any complaints should be lodged by the other party with Milispec in writing, by registered letter, stating the order data and the invoice and consignment note numbers.
 6. Even if a timely complaint has been lodged in accordance with the preceding paragraph the other party will remain obliged to take delivery of and pay for the purchased goods. If the other party wishes to return defective goods, it may do so only after obtaining Milispec's written permission, in the manner indicated by Milispec.
 7. If Milispec accepts the complaints and all the rights of the other party to payment of damages having been excluded, Milispec has the right to take back the products and to refrain from any (further) delivery in return for repayment of the purchase price, to demand that the other party keeps the products with a discount on the purchase price or to replace or repair the products. Additional costs for transport necessary outside the Netherlands is payable by the other party. If it is not possible or useful to perform the agreed activities again, then Milispec will only be liable within the boundaries of these general terms and conditions.
 8. Milispec will make the choice referred to in the previous paragraph within a reasonable period of time following the complaint by the other party and will subsequently perform its obligations within a reasonable period of time, in default of which the other party will be authorised to choose from among Milispec's obligations listed above.
 9. Filing the complaint on time does not suspend the payment and purchase obligation. Returned items and/or exchanged items are only accepted with the explicit prior permission in writing of Milispec, whereby the products are not damaged, used, opened (in case of any sealing or closing of a product, it must not be broken), packaged differently, with the exception of products returned with other than suitable speed (at least within 8 days after delivery), sold at special (offer) terms and conditions and/or prices, tailor-made or specially made products or products that could have come in contact with chemicals and/or water. Products with storage conditions, storage advice (especially for certain temperatures) and other products where specific conditions apply and/or when it cannot be checked by Milispec if the products comply with these conditions, are excluded from return.
 10. The other party explicitly indicates upon requesting the returning of the items that none of the preceding subsection applies. The condition of the returned items upon receipt by Milispec determines the acceptance. Milispec determines whether to proceed with crediting or exchanging the products. The delivery costs for returning the items and the risk of this transport are for the account of the other party.
 11. All complaints regarding an invoice of Milispec must be notified in writing within three days after the date of sending. After this period has lapsed, the other party is deemed to accept and agree with the invoice.
2. The prices quoted by Milispec are, in addition to article 2 paragraph 1 of these conditions, also exclusive of the preparation of customs documents, certificates of origin and translations of documents or manuals.
 3. If Milispec and the other party have agreed on a fixed sales price, Milispec will nevertheless be entitled to increase that price. In addition to what is determined in the next paragraph, this will also apply when the parties for the provision of certain services and/or in respect of certain matters have pre-agreed a fixed price, and the rendering of such services leads to extra services which cannot reasonably be deemed to fall under that fixed price. Milispec will inform the other party timely about the financial consequences thereof.
 4. Milispec may pass on price rises inter alia if, between the time of the offer and the delivery, significant price changes have occurred in respect of, for instance, exchange rates, wages, raw materials (including oil), price ratios at suppliers, legal barriers and political reasons, semi-manufactured goods or packaging materials.
 5. If the increase is imposed within 3 months of the agreement's conclusion, the other party will be entitled to dissolve the agreement, unless Milispec is prepared to implement the agreement subject to the original terms and conditions as yet.
 6. In the case of a daily rate, this applies to the work that has been agreed in this respect. This also applies in the event that Milispec has been able to carry out the work sooner than assumed at the time the parties entered into agreement.
 7. Should waiting costs and/or hours be incurred due to documents that are not in order or if the materials and / or resources are not available, as is at least referred to in article 3, paragraphs 4 and 5 of these conditions, Milispec is entitled to charge these hours and costs to the other party.
 8. Contract variations work changes the agreed price. Changes to the work will in any event result in contract variations work if the design, specifications or contract documents are changed and/or the information provided by the other party is not factually accurate.
 9. Contract additions will be charged on the basis of the pricing factors applicable at the time the contract addition is performed. Contract deductions will be charged on the basis of the pricing factors applicable at the time the agreement was concluded.
 10. If the sum of the contract deduction exceeds that of the contract addition, in the final settlement Milispec may charge the other party 10% of the difference. This provision does not apply to contract deductions that result from a request by Milispec.

Article 9 Amendments to and annulation of the agreement

1. If, during the performance of the agreement, it proves necessary to amend or supplement the work to be carried out to ensure proper performance, the parties will adjust the Agreement accordingly, in mutual consultation and in good time.
2. If the parties agree that the agreement will be amended and/or supplemented, this can and may affect the time at which the agreement's performance is completed. Milispec will inform the other party thereof as soon as possible.
3. If an amendment and/or the supplement to the agreement has financial and/or qualitative consequences, Milispec will inform the other party thereof in advance.
4. If a fixed rate has been agreed, Milispec will indicate in advance to what extent the amendment or supplement to the agreement will result in the fixed rate being exceeded.

Article 8 Payments, price and costs

1. The prices applied by Milispec will be exclusive of Dutch VAT and any other taxes, levies and charges, as well as any costs to be incurred in the context of the agreement, including shipment and handling charges and any transport and packaging costs, unless expressly stated otherwise. The price also does not include the costs of earthwork, pile driving, breaking, foundation work,

5. In derogation from the provisions above, Milispec will not charge any additional costs of the amendment or supplement has resulted from circumstances that may be attributed to it.
 6. Under no circumstance will any amendments/adjustments/supplements to the agreement, whatever their cause, entitle the other party to damages.
 7. In the event of the cancellation of a quotation signed by or on behalf of the other party, Milispec will charge it 25% of the net price quoted, exclusive of Dutch VAT.
 8. In the event of the cancellation of a quotation signed by or on behalf of the other party for customized products, Milispec will charge it 100% of the net price quoted, exclusive of Dutch VAT, unless the supplier allows Milispec to cancel that specific order.
3. If third parties levy attachment on the goods supplied subject to the retention of title or wish to create or enforce rights in respect of same, the other party will be obliged to notify Milispec thereof as soon as may reasonably be expected, in writing, by registered letter.
 4. The other party undertakes to insure the goods supplied subject to the retention of title and keep them insured against fire, explosion and water damage and against theft, and to allow Milispec to inspect the relevant insurance policy at first request.
 5. Any goods supplied by Milispec that are subject to retention of title by virtue of the provisions of paragraph 1 of this Article may be resold only in the context of normal business operations and may never be used as a means of payment.
 6. In case Milispec should wish to exercise its proprietary rights as described in this Article, the other party hereby grants Milispec and any third parties to be designated by it, in advance, its unconditional and irrevocable permission to enter all those places where Milispec's property is located and to recover that property.

Article 10 Payment

1. The other party should effect payment, without applying any deduction, discount or set-off, within the agreed term, though in any case no later than 30 days after the invoice date. Payment should be made in the manner to be indicated by Milispec in the currency stated in the invoice.
2. The late or incomplete payment of the invoice authorises Milispec to suspend the performance of the activities. If the other party fails to fully pay on time, Milispec will invoice the statutory interest after 14 days after the date of invoice, and Milispec retains the right to invoice the extra-judicial costs 14 days after the first summons, calculated in accordance with the most recent legislation.
3. The other party is always authorised to withdraw or change an agreement and/or the activities. In that case the other party must always pay Milispec the full agreed amount and the costs incurred in respect of the loss suffered or the loss of profit.
4. Milispec has the right to retention on all the information, documentation or other objects of the other party up until the moment the other party has paid the full amount due to Milispec.
5. If the other party concerns a third party engaged by Milispec, then the other party explicitly declares that they will only invoice after the final work has been delivered for which it is intended (the ultimate client or customer of Milispec), whereby the payment must be made by Milispec within 7 days following Milispec's receipt of the payment for the completed work of the party for which the activities were performed.
6. The other party must, if requested by Milispec, provide surety for the payment which the Contractor considers suitable. If the other party fails to comply with this request within the stipulated period, he is immediately in default. Milispec then has the right to dissolve the agreement and to claim damages from the other party.
7. Milispec will be entitled to first use payments made by the other party to cover the costs, then to cover any interest due and finally to cover the principal sum and the accrued interest. Milispec may refuse an offer of payment if the other party specifies a different order for the payment allocation, without being in default as a result. Milispec may refuse to grant complete discharge in respect of the principal sum if the payment does not also include the settlement of any interest due, the accrued interest and the costs.
8. Milispec will be entitled to charge the other party a 2% surcharge on late payments. This surcharge will not be payable if payment is made within 7 days of the invoice date.

Article 11 Retention of title

1. All goods supplied by Milispec, including any designs, sketches, drawings, films, software, electronic and other files, etc., will remain Milispec's property until the other party has performed all its obligations under all agreements concluded with Milispec.
2. The other party may not alienate or pledge, or encumber in any other way, the goods covered by the retention of title.

Article 12 Warranty

1. Milispec warrants that the goods to be supplied will meet the usual requirements and standards which may be imposed in respect of the same and are without defects.
2. The warranty referred to in the foregoing paragraph will also apply if the goods to be supplied are intended to be used abroad and the other party has expressly notified Milispec of this intended use in writing at the time of the agreement's conclusion.
3. If the goods to be delivered do not meet the provisions of this warranty, Milispec shall – at Milispec's discretion – replace the good or have it repaired, within a reasonable period of time following its receipt of the goods or, if it is not reasonably possible to return the goods, following the written notification of the defect in question from the other party. If the goods are to be replaced, the other party undertakes in advance to return the replaced goods to Milispec and grant Milispec title thereto.
4. The warranty referred to above will not apply if the defect has arisen as the result of inexperience or improper use, or if the other party or third parties have made or have attempted to make alterations of the good without Milispec's written permission or have used the good for purposes for which it was not intended.
5. If the warranty issued by Milispec relates to a good produced by a third party, the warranty will be limited to the warranty issued by the manufacturer in respect of the good.
6. In case Milispec facilitates a training, education and/or course(day), no right can ever be derived from this in the event that the other party and/or the participants in such training, education and/or course(day) act differently or if any action results in damage or costs. Acting of the other party and/or the participants of a training, education and/or course(day) is entirely at own expense and risk. Milispec offers no guarantees by participating in a training, education and/or course(day).

Article 13 Termination of the agreement

1. All claims by Milispec on the other party shall become immediately due if after concluding the agreement circumstances have become known to Milispec that give him reasonable cause to doubt whether the other party shall comply with his obligations; Milispec asked the other party for securities at the time of signing the agreement in order to execute his duties and these securities are not (timely) supplied or are insufficient; caused by a delay from the other party, no longer can be expected of a party to execute the agreement according to the originally agreed upon conditions; the other party has not fulfilled the payment conditions and/or otherwise fails to meet his obligations.

- In the cases referred to Milispec is authorized to suspend further execution of the agreement or to dissolve the agreement, without prejudice to the right of Milispec to claim damages.
2. In addition, Milispec may dissolve the agreement or have it dissolved if circumstances arise of such a nature that performance of the agreement is impossible or can no longer be required pursuant to standards of fairness and reasonableness, or if any other circumstances arise of such a nature that continued unamended maintenance of the agreement can no longer reasonably be expected.
 3. If the agreement is dissolved, Milispec claims vis-a-vis the other party will become immediately due and payable. If Milispec suspends its performance of its obligations, it will retain its rights pursuant to the law and the agreement.
 4. Milispec will at all times retain the right to claim damages.
 5. In the event of liquidation, (application for) suspension of payment or bankruptcy, attachment - if and to the extent that the attachment has not been lifted within 3 months - at the expense of the other party, Milispec may terminate the agreement immediately and with immediate effect, without any obligation on its part to pay any compensation or reimbursement. Judicial intervention or notice of default is not required for this. The claims of Milispec against the other party are immediately due and payable in that case.
6. Milispec will not accept any liability for damage caused by any employees and/or freelancers seconded by it to the other party, except if and insofar as the damage has resulted from an intentional act or omission or gross negligence on the part of the employees and/or freelancers seconded to the other party.
 7. The limitation of liability laid down in this provision is also stipulated in favour of any third parties engaged, which third parties will therefore be able to directly invoke this limitation of liability.
 8. Milispec will not be liable for any costs, damage or interest that may arise as a direct or indirect result of:
 - a. any violation of patents, licences or other rights of third parties as the result of the use of any data provided by or on behalf of the other party;
 - b. force majeure;
 - c. damage resulting from the other party, its subordinate and/or a third party making changes to the products and/or activities or performs repairs and/or maintenance or has this carried out by a party other than Milispec;
 - d. any acts or omissions by the other party, its employees or any other persons engaged by or on behalf of Milispec and/or the other party;
 - e. any delivery- or performance term being exceeded;
 - f. the use by Milispec of incorrect and/or incomplete data provided by the other party;
 - g. that Milispec has repackaged goods of the other party at the request of the other party in packaging, as indicated by the other party, which do not comply with the statutory rules;
 - h. a late delivery of items/products from the other party that have been lodged with Milispec for storage or conservation.
 9. The other party guarantees that it is authorised to grant the assignment in question, and that it has paid any fees due to third parties in that connection. The other party will be liable for the accuracy of the data provided to Milispec and must indemnify Milispec against any violations of patents, licences, trademark rights, design rights, copyrights and any other intellectual and/or industrial property rights or other rights vested in third parties. Milispec will be authorised to take all necessary measures in that context, for the account of the other party.

Article 14 Return of goods made available

1. If Milispec has made items available to the other party in the context of the agreement's performance, the other party will be obliged to return those items within 14 days, in their original condition, free of defects and complete. If the other party fails to fulfil this obligation, all resulting costs will be for the other party's account.
2. If the other party remains in default, for whatever reason, following a warning issued for that purpose in respect of the obligation referred to in the foregoing paragraph, Milispec will be entitled to recover any resulting damage and costs, including the costs of replacement, from the other party.

Article 15 Liability and indemnity

1. Milispec's overall liability will be limited to the performance of its obligations as described in these conditions. Any further liability, other than that ensuing for Milispec from the warranty provisions laid down in these conditions, is hereby excluded.
2. Any liability on Milispec's part for indirect damage, including consequential damage [gevolg schade] loss of profits, loss of savings or any damage due to an interruption in the business operations, is hereby excluded.
3. Milispec's liability will be limited to the amount paid out by its professional indemnity or third-party liability insurance for the relevant event, plus the excess which, according to the insurance policy terms and conditions, is not to be borne by the insurers. If and insofar as, for any reason, no payment is made under the said insurance policy/policies, any liability on Milispec's part will be limited to the amount of EUR 5,000.
4. A right to damages can arise only subject to the condition that the other party reports the damage in question to Milispec's management in writing as soon as possible, at least within 7 days after the damage has occurred.
5. Any damage that may arise due to or as a consequence of the work outsourced by Milispec to one or more third parties will be subject to compensation by Milispec only if and insofar as it has been compensated by the relevant third party/parties for that damage and Milispec has actually received such compensation, after deduction of the costs incurred by Milispec in that respect.
6. Milispec will not accept any liability for damage caused by any employees and/or freelancers seconded by it to the other party, except if and insofar as the damage has resulted from an intentional act or omission or gross negligence on the part of the employees and/or freelancers seconded to the other party.
7. The limitation of liability laid down in this provision is also stipulated in favour of any third parties engaged, which third parties will therefore be able to directly invoke this limitation of liability.
8. Milispec will not be liable for any costs, damage or interest that may arise as a direct or indirect result of:
 - a. any violation of patents, licences or other rights of third parties as the result of the use of any data provided by or on behalf of the other party;
 - b. force majeure;
 - c. damage resulting from the other party, its subordinate and/or a third party making changes to the products and/or activities or performs repairs and/or maintenance or has this carried out by a party other than Milispec;
 - d. any acts or omissions by the other party, its employees or any other persons engaged by or on behalf of Milispec and/or the other party;
 - e. any delivery- or performance term being exceeded;
 - f. the use by Milispec of incorrect and/or incomplete data provided by the other party;
 - g. that Milispec has repackaged goods of the other party at the request of the other party in packaging, as indicated by the other party, which do not comply with the statutory rules;
 - h. a late delivery of items/products from the other party that have been lodged with Milispec for storage or conservation.
9. The other party guarantees that it is authorised to grant the assignment in question, and that it has paid any fees due to third parties in that connection. The other party will be liable for the accuracy of the data provided to Milispec and must indemnify Milispec against any violations of patents, licences, trademark rights, design rights, copyrights and any other intellectual and/or industrial property rights or other rights vested in third parties. Milispec will be authorised to take all necessary measures in that context, for the account of the other party.
10. The other party will indemnify Milispec against:
 - a. claims by third parties, including employees of Milispec, which, in connection with the execution of (an) agreement(s), suffer damage as a result of the actions and/or omission of the other party or of unsafe situations at/in his property or real estate;
 - b. all claims of third parties relating to the use of by the other party or third parties provided information, drawings, calculation, designs, materials, models etc, including any claim of third parties relating to intellectual and/or industrial property rights to materials or data made available by the other party which are used during the performance of the Agreement.
11. If the assignment is provided by more than one (legal) person/natural person or entity, each of them is jointly and severally liable for the obligation(s) arising from the agreement.
12. If the other party provides Milispec with data carriers, electronic files, software, etc., it must guarantee that such data carriers, electronic files, software, etc., are virus-free and without defect. Any damage caused by the use of these materials must be paid by the other party.
13. The other party is liable for damage and/or costs arising from incorrect or incomplete descriptions or notifications concerning the item/products that are provided to Milispec for storage and/or conservation.
14. Under no circumstances does Milispec bear the burden of proof, unless otherwise determined by mandatory law.

Article 16 Transfer of risk

1. If and for as long as the goods to be delivered are located in a warehouse and/or storage area of Milispec, the goods are held for the account and risk of Milispec. As soon as the goods to be delivered have left the warehouse and/or storage of Milispec, then these products are for the account and risk of the other party and the products are regarded as having been delivered.
2. Notwithstanding that stated in the preceding subsection of this article, the other party and Milispec can agree that Milispec arranges the transport. The risk of storage, loading, transport, delivery are then also held by the other party. The other party can take out an insurance against these risks.
3. That stated in the preceding paragraphs also applies if the other party opts to store the products (temporarily) or to have them delivered at a designated location (of a third party), even if this requires multiple transports.
4. If the other party exchanges a product and continues the product to be exchanged whilst awaiting the new product, the risk of the item to be exchanged continues to be held by the other party up until the moment it is in the possession of Milispec.
5. If it has been explicitly agreed in writing that delivery takes place by way of transport of Milispec for the risk of Milispec, in deviation of articles 5 paragraph 1 and 16 paragraph 1 of these terms and conditions: if and for as long as the products to be delivered are located in a warehouse and/or storage and/or in means of transport of Milispec, then these products are for the account and risk of Milispec. As soon as the goods to be delivered by Milispec have been delivered at the agreed location of the other party and/or the other party or its authorised representative signs for the correct receipt, then these products are for the risk and responsibility of the other party and the products are regarded as been delivered.

Article 17 Force majeure and change of circumstances

1. The phrase 'force majeure on Milispec's part' will be understood to include any circumstances outside its control, for which it is not to blame and which is not for its account pursuant to the law, a juristic act or standard commercial practice, which fully or partially prevent the performance of its obligations vis-a-vis the Buyer/Client or as a result of which it cannot be reasonably expected to perform its obligations, irrespective of whether such circumstance could have been foreseen at the time of the agreements' conclusion. Such circumstances will also include the weather, fire, loss or theft, roadblocks or interruptions, import or trade restrictions, company, technical or energy failures, strikes, illness of staff and unforeseeable delays, any situation of force majeure on the part of Milispec's suppliers or by Milispec engaged third parties.
2. If Milispec is unable to perform its obligations due of force majeure, these obligations will be suspended for the time that the situation of force majeure lasts.
3. If the situation of force majeure has lasted longer than 2 months, either party will be entitled to fully or partially dissolve the agreement by means of a written, substantiated statement sent by registered post, without any right to damages or compensation arising.
4. The parties will notify each other of a possible or actual situation of force majeure in writing, by registered letter, as soon as possible.
5. Milispec will expressly be entitled to invoke force majeure if the circumstance preventing performance or further performance arises after Milispec should have performed its obligations.
6. Insofar as Milispec has effected or will be able to effect partial performance of its obligations ensuing from the agreement at the time that the situation of force majeure arises, and such partial performance has independent value, Milispec will be entitled to invoice the performed part separately. The other party will be obliged to pay that invoice as if it pertained to a separate agreement.

7. If there are circumstances, other than those Milispec was aware of upon determining the delivery time and/or performance period, then Milispec can extend the delivery time and/or performance period by the time necessary to complete the activities under these circumstances. If the activities cannot be included in the planning of Milispec, then these will be performed as soon as its planning allows for this.

Article 18 Intellectual and industrial property

1. Milispec, or her licensors, shall at all times remain the party entitled to the intellectual and industrial property rights, including, but not limited to, any copyrights, design rights, patent rights and trade rights, with respect to any goods and/or designs, drawings, information and/or activities and ideas and/or products of the human spirit of (employees of) Milispec that are issued, sold, delivered and/or provided by Milispec, even though these have been charged. Milispec shall be considered the party entitled to all rights of industrial and/or intellectual property thereof, also if these rights have come into being within the framework of the agreement. Unless expressly and unambiguously allowed by Milispec or by law, no part of goods and/or designs and/or information that are issued, sold, delivered and/or provided by Milispec may be reproduced or copied in any way and/or distributed to third parties, of whom there are reasonable grounds to believe that they will violate the rights of Milispec as meant in this provision.
2. The designs, ideas, prototypes, know-how, pictures, training, instruction and/or course-material, sketches, drawings, films, software and other material or (electronic) files which may have been brought about in the context of the agreement by or on order of Milispec, including the industrial and industrial property thereof, at least the copyright, brand right, patents and (non-registered) design right, remain the property of Milispec, regardless of whether they have been made available to the other party or to third parties, unless it has been emphatically established otherwise.
3. All documents provided by Milispec, such as designs, ideas, know-how, prototypes, training-, instruction- and/or course-material, pictures, sketches, drawings, films, software, (electronic) files, etc. are exclusively intended to be used by the other party and may not be multiplied, rendered public, or brought to the attention of third parties without the prior permission of Milispec, unless it flows differently from the nature of the provided documentation.
4. It is not permitted to the other party either to alter products of Milispec neither/nor to remove and/or alter any indication regarding rights of intellectual and industrial property from or of products of Milispec.
5. In the event that an employee of Milispec and/or a third party or other party develop, build, draw, refine on behalf of and/or on the basis of an idea, information, prototype, knowhow, drawing or image of Milispec, the intellectual and industrial property rights, at least copyright, trademark law, patents and patents and (non-registered) design right, will remain expressly with Milispec.
6. In case of any violation of the abovementioned prohibitions, the other party forfeits a fine, which is not open to mitigation, of € 25.000,- per case or per manufactured good and an amount of € 2.500,- for each day the violation lasts. The other party also commits himself to impose the prohibition contained in this article, together with the penalty clause, on his legal successors in the form of perpetual clause, meaning that even his legal successors and their successors are bound towards Milispec. In case of failure to comply with this obligation the other party will, respectively the legal successor of the other party, forfeit an immediately due fine, which is not open to mitigation, of € 50.000,- per case towards Milispec.

7. Milispec retains the right to use the knowledge which may be accumulated through the implementation of the activities for other purposes, to the extent no confidential knowledge is thereby brought to the cognisance of third parties.

Article 19 Confidentiality and Secrecy

1. Both parties guarantee that all information received from the other party will be treated as, and remain, confidential. The other party will maintain secrecy regarding all expressions of Milispec and/or her source and/or by her engaged third parties, whether or not written, unless Milispec expressly has given permission to do otherwise.
2. If Milispec is obliged pursuant to a statutory provision or a judicial decision to provide third parties designated by law or by the competent court with confidential information and Milispec is unable to invoke a right to decline to give information acknowledged or allowed by law or by the competent court, Milispec will not be obliged to compensate the other party or pay it damages and the other party will not be entitled to dissolve the agreement on the basis of any damage that may have arisen as a consequence.
3. The other party will not be permitted to use any information made available by on or behalf of Milispec for any other purpose than for which it was provided.

Article 20 Agreement for placement/installation

1. The conclusion of an agreement will be subject to the condition that the goods to be placed/installed were sold and supplied by Milispec to the other party.
2. The wishes of the other party will be taken into account during the placement/installation of goods sold and supplied by Milispec and the manner in which such activities are carried out, insofar as this is possible and sound in the opinion of the contractor/mechanic engaged by Milispec.
3. The prices fixed in the quotation will be based on the Work normally involved in such placement/installation. Work normally in placement/installation will not include demolition work, carpentry, painting, opening up and closing ceilings and installing and moving telephone and electricity connections.
4. If, in the contractor's/mechanic's opinion, the situation cannot be considered standard, Milispec will so inform the other party in writing and issue a supplementary quotation for the additional price relating to the additional work to be performed.
5. After the placement/installation has been completed, the other party will consign a document evidencing the proper completion of the Work and submit same to Milispec.
6. Appointments made may be postponed or cancelled until 48 hours before the relevant appointment. If agreement is postponed or cancelled at a later point in time, the other party will be charged costs.
7. The other party shall enable the persons designated by Milispec to perform the necessary Work, in accordance with the agreements made. If so requested, these persons will identify themselves.
8. If the other party fails to perform any agreements, without issuing a timely notice in advance, the other party will be charged the costs of the unnecessary visit.

Article 21 Final provisions

1. This agreement covers all agreements made by the parties in connection with the agreement's subject. As per the agreement's effective date, any earlier agreement made between the parties will lapse.
2. Milispec reserves the right to make alterations and/or additions at any time to these conditions and/or to any provision. Such amendments will take effect at the announced time of entry into force.

3. All legal claims against Milispec, any compensation entitlements included, expire and/or become due after a period of 1 year after the claim and/or allocation arose.
4. All agreements or legal relationships between Milispec and the other party, and all potential deriving disputes thereof, shall be exclusively governed by the laws of the Netherlands.
5. The court of Rotterdam has exclusive competent jurisdiction in all disputes, arising between Milispec and the other party, wherein the parties cannot reach a mutually agreed solution. Milispec remains also entitled to summon the other party before the competent court of the domicile of the other party.
6. These conditions have been drafted in Dutch and English. The Dutch text and interpretations thereof shall at all times prevail over the English text.
7. The Vienna Sales Convention shall not apply, nor shall any other international regulation of which the applicability can be excluded.
8. The Dutch terms and conditions of Milispec have been filed at the offices of the Dutch Chamber of Commerce on the 28th of February. The most recently filed version or the version that was applicable at the time at which the agreement with Milispec was formulated, shall be applicable at all times.

A copy of these conditions will be sent free of charge upon written request.