Article 1: General
These terms and conditions of implementation shall apply to all offers and agreements relating to all work to be performed and the supply of related materials and any and all agreements of purchase and sale of Keyprocessor BV, registered office in Amsterdam South East, in these conditions hereinafter referred to as "Keyprocessor". Deviations from these conditions are binding unless expressly accepted in writing by Keyprocessor.

Article 2: Relevance
If the buyer / client in the acceptance of the offer made by Keyprocessor explicitly the applicability of this delivery and execution conditions and again speaks to his own general conditions, the supply of Keyprocessor deemed not to be accepted.

If the buyer / client in accepting the offer of Keyprocessor the applicability of this delivery and execution conditions are not explicitly refutes, possible delivery, sale or purchase of buyer / client ever apply.

At all times will be that supply, sale or purchase of buyer / client will only be binding for Keyprocessor may, if so Keyprocessor expressly accepted in writing.

Article 3: Offers
par 1   Offers which are not going out of Keyprocessor intended as binding. They are free, except where the circumstances of the case to the contrary could not unequivocally prove.

par 2   In catalogs, illustrations, drawings, standardization sheets or elsewhere Details are not binding, except where the relevant data explicitly included in a signed by the parties contract or by Keyprocessor signed order confirmation, shall not affect the responsibility of the buyer for information provided by him.
Slight differences in size or for the benefit of a proper implementation of required changes in structure or subordinate nature parts are reserved.
Also Keyprocessor reserves itself the possibility that the product is delivered or delivered to saturationshell has to offer.

par 3   The offers of Keyprocessor are based on execution of the work and deliveries of the required materials for these under normal circumstances and during normal business hours for Keyprocessor. Event of delivery or installation outside normal working hours at the normal hourly rate, if applicable, a surcharge.

par 4   Keyprocessor is not obliged to subsequent delivery of products once delivered, if these products have been taken out of production or for any other reason in the sales program Keyprocessor lapsed.

Article 4: Acceptance
The acceptance of the offer of Keyprocessor by buyer / client in writing to Keyprocessor place. The agreement is binding unless Keyprocessor within 14 days after receipt of written confirmation from the buyer / client agreement in writing to the buyer / customer confirms. The application of Article 224 of Book 6 BW is excluded.

Article 5: Competence
The authority to enter into binding agreements for Keyprocessor is reserved exclusively to the management of Keyprocessor. Representatives, agents or other persons who do not belong to the management of Keyprocessor not possess the authority to conclude binding agreements for Keyprocessor, unless required by the Board in writing to the buyer / client has confirmed. The provisions of Article 61 paragraphs 2 and book 3 EV 3 is explicitly not applicable.

Article 6: Confidentiality Obligation

Buyer / client is at all times for ensuring that no data on the Keyprocessor as used by manufacturing and / or construction methods shown to third parties, published or used in any manner whatsoever and everything in the broadest sense.

Article 7: Copyright

By Keyprocessor under the offer or agreement made or supplied software, source codes, sources, computer software, drawings, calculations, descriptions, models, tools and the like shall remain his property even though Keyprocessor therefore buyer / client costs charged. Where the goods referred to above the Copyright Act 1912 applies, Keyprocessor the copyright owner of all rights therein. The buyer / client warrants that this order of Keyprocessor produced or provided information and / or business, only with explicit written permission be copied, shown to third parties, disclosed or used in any manner whatsoever and in the broadest sense.

If the buyer / client this obligation Be it his part there is a shortcoming in the fulfillment of the commitment, the buyer / client required the resulting damage to Keyprocessor to compensate.

Article 8: Price and cost

By Keyprocessor quoted or invoiced prices are for delivery free domicile. The prices mentioned here are excluding VAT and expenses resulting from the agreement between the parties at the expense of the purchaser / provider contract come. When Keyprocessor in the execution of the work should be postponed as a result of customer or third parties to perform work will Keyprocessor entitled to the buyer / client related costs to charge.

Article 9: Transport and shipping

par 1   For every order will Keyprocessor the actual shipping cost or a fixed premium for shipping and handling charge to the buyer / client.

par 2   If required by the buyer / client is desired, Keyprocessor arrange for transportation to the internal destination without any fee charged, provided that the products supplied with a platform trucks and pallet sufficient lift and also without disorder can be transported to the internal destination so that when it Keyprocessor not met this obligation has been discharged or has the right to charge more based on labor hours spent on the buyer / client to charge.

par 3   If at the request of the purchaser / buyer the delivery is delayed or accelerated Keyprocessor has the right to reimbursement of its out of this delay or acceleration resulting from these costs and legal interest on the price of the products involved in the postponement or the contract sum for the work to be performed.

par 4   If the supply at or near the place of delivery by the lack of a paved road or pavement, or by any other circumstances whatsoever, requires extra labor, is entitled Keyprocessor these hours separately to charge. The starting point for the hourly rate than the total burden of employers Keyprocessor per hour of the employee or employees.

par 5   Any installation costs, installation costs, packaging and other related expenses to the contract are not included in the price unless specifically stated in writing by Keyprocessor.

par 6   Keyprocessor is entitled to the net invoice amount excluding VAT with separately on the invoice credit limitation surcharge of 2% increase. When payment on or before the due date, the buyer / client in the amount deducted on the invoice.

Article 10:   Change in price

In case, after the conclusion of the agreement between Keyprocessor and buyer / client, there is change in the level of sales tax, wages, other taxes, duties, levies, premiums for the employee insurance, national insurance contributions and / or other burdens imposed by the government or after in the realization of a new collective agreement, even if done so because of all the offers foreseeable circumstances, Keyprocessor entitled to the agreed price in consideration of any relevant statutory provisions require amendment if and extent these changes affect the case may be the implementation of this Agreement. Keyprocessor this is also entitled, if there is a change of foreign currency as and when Keyprocessor for

the execution of the work materials abroad has bought or will buy, or the agreed price in foreign currency is determined.

If Keyprocessor of his powers referred to above uses and wants to increase the agreed price within 3 months after the conclusion of the agreement, the buyer / client is entitled to terminate the agreement in consideration of the relevant existing legal provisions.

Article 11:   Obligations buyer / client

The buyer / client is obliged to ensure that the work not belonging to the Keyprocessor to work assigned to the requirement of the work carried out so that timely implementation of the work is not delayed.

The buyer / client will see to it that adequate storage, work and canteen as well as the necessary electricity and water without any compensation on the spot will be available and that all legal and necessary safety and other precautions in consultation with Keyprocessor taken and during the performance of the whole work will be maintained.

Keyprocessor will for the vertical transport of materials and tools may make free use of the present at work winches and hoists in operation.

If the buyer / client regarding the implementation of this provision in uncertainty about which precautions required by law Be it for other reasons are required, buyer / client is required to contact with the labor and also to the instructions and recommendations Labour to follow.

Any additional costs arising from not, not timely or not properly meeting the above requirements shall be borne by the buyer / client.

Buyer / client will Keyprocessor harmless against any claims by employees of the buyer / client or Keyprocessor or third parties arising from not, not timely or not properly observe the buyer / client in this clause referred precautions and necessary, including include statutory, safety.

Article 12:   Deadlines

The delivery and the time within which the performance of the work is performed by Keyprocessor approximate.

There can only be a deadline if a precise date for which the execution of the work by Keyprocessor be done, what must be substantiated by both buyer / client and Keyprocessor signed, written statement issued in this regard.

The deadline for the execution of the work must be performed or the goods have been delivered, will commence once the agreement was drawn up, all for the execution of the work necessary information in the possession of Keyprocessor and the buyer / client also incidentally all obligations to date has met.

Exceeding the approximate Keyprocessor Be it recorded delivery when the work will start giving the buyer / client is not entitled to damages unless the contrary is explicitly from the law.

Exceeding the set Keyprocessor approximate delivery time or the time of commencement of work, gives the buyer / client is not entitled to the non-, not timely or properly perform any Keyprocessor against liability incurred, nor on whether or not with legal authority to perform or to perform work pursuant to this Agreement.

If the buyer / client considers that the breach of the Keyprocessor approximate set delivery time or the time of commencement of work for him as unreasonably onerous to be considered, buyer / client is required to Keyprocessor by registered letter or writ still a reasonable delivery time or the time to determine the commencement of work by Keyprocessor.

The buyer / customer is obliged, after sending the above notice to consult with relevant Keyprocessor the excess delivery time or the time of commencement of work.

Article 13:   Extra Work

Keyprocessor performs the work and supply the required materials for these as evidenced by the agreement between Keyprocessor and buyer / client for the agreed price, unless these conditions appears different. Extra work and cost more than the agreement between Keyprocessor and buyer / client will only be provided by Keyprocessor to the buyer / client

may be charged if the buyer / client in writing has commissioned extra work to implement
Be it to deliver more materials.

Article 14:   Supply materials

As long as buyer / customer return for under this Agreement provided or to be delivered, the consideration for addition to the delivery to be performed or compensation for deficiencies have not supplied, remain the Keyprocessor materials supplied or by Keyprocessor delivered materials owned by Keyprocessor.

From the moment of supply of materials at work, the materials, however, the expense and risk of the buyer / client in particular in case of loss or damage of these matters by any cause whatsoever and / or in case of damage or loss causing the goods.

Buyer / client in this context required by Keyprocessor at work materials supplied sufficient to assure a good name and reputation in the Netherlands-based insurance company, in particular against the financial consequences of damage, loss, theft or destruction by fire, lightning strike or any other causes whatsoever.

Keyprocessor always has the right to inspect the insurance policy as specified in this provision.

The buyer / client is forbidden to the time of the ergo it owes for the moment when the buyer / customer has become owner of the mentioned issues, these matters to others to pledge the property to third parties or in the actual power of third parties to bring.

Keyprocessor retains ownership of the goods until the moment the goods are processed or otherwise legally owned by the buyer / client have become.

Breaking these obligations of the buyer / client, the full purchase price or contract price fully and suddenly due.

Notwithstanding the previous to his rights is Keyprocessor irrevocably by the buyer / client authorized if they are against Keyprocessor commitments not or not timely comply, without notice or judicial intervention delivered by him to take back or if to movable or immovable things are assembled, disassembled and take them back.

Article 15:   Risk

Products for the risk of Keyprocessor until such time as this in the actual disposal of the buyer / customer or the buyer / principal assistants have been used, even though the ownership has not transferred.

Article 16:   Force Majeure / non-attributable shortcoming

If the side of Keyprocessor in the execution of the agreement there is a non-attributable shortcoming (force majeure), Keyprocessor entitled, without judicial intervention, to demand that the agreement is adapted to the circumstances, the contract either wholly or partially dissolve or by the Judge to be dissolved, without having to pay any compensation to the buyer / client or guarantee will be, reimbursed by the buyer / customer Keyprocessor of costs incurred by the latter.

Under a shortcoming that Keyprocessor can not be attributed means any of the will of Keyprocessor circumstance, even though at the time of the conclusion of the contract was to provide - that fulfillment of the agreement permanently or temporarily prevents or slows and, insofar as not already understood, riots, epidemics, fire, traffic disturbances, strikes, lockouts, loss or damage during transportation, accident or illness in the service of the contractor being employees or other persons whose Keyprocessor employs, restrict imports or other limitations of government, war, threat of war, civil war and any other serious failure in the company of Keyprocessor or its subcontractor (s) in any manner whatsoever.

Article 17:   Cancellation

par 1 If the client to Keyprocessor BV wishes to cancel the order given, he shall send written notice to Keyprocessor BV, Attn Sales Office.

par 2 If the client assignment given for commencement of the activities / delivery cancels 20% cancellation fee will be charged, calculated on the price used in the sales.

par 3 The client is entitled to the appointment for a service on a date other than predetermined change. However, with the proviso that Keyprocessor BV, within one week (5 days) for the previously scheduled date will be informed.

Article 18:   Warranty, liability and claims

par 1   Keyprocessor accepts for the performance of the assigned work and the delivery of additional materials no further liability and guarantee no further than expressly provided in writing to the buyer / client is given.

Keyprocessor is not obliged to pay costs, damages and interest due including damage caused by either fire or explosion or any other cause relating to movable or immovable property or persons arising from or in the broadest sense in connection with the work done by Keyprocessor performed or to be performed or disadvantage business interests, either directly or indirectly caused by the purchaser / client or any third party unless Keyprocessor against ingress and financial consequences of these risks has insured Be it could ensure, in which case the obligation to pay damages on the side of Keyprocessor is limited to the insured Be it reasonably insurable amount.

par 2   Keyprocessor is not responsible or liable for the consequences of the instructions given by the buyer / client or third parties be given commissioned by or on behalf of purchaser / principal act, which differ from those specified in the contract execution.

par 3   If the buyer / client believes that Keyprocessor not fulfill its warranty obligations, dismisses such purchaser / principal of the performance of its obligations arising for him from this agreement or other agreements with Keyprocessor, unless otherwise agreed in writing would appear.

par 4   If and as long as the buyer / client does not properly or timely meet any obligations arising for him from with Keyprocessor agreement or a related agreement arises, is Keyprocessor regarding any of these agreements obligated to fulfill possibly on the assumed warranty obligations.

par 5   Complaints for visible defects immediately after discovery, but within 14 days after the actual transfer of goods to the buyer / client or after completion of the work in a written itemized statement of the buyer / customer Keyprocessor be made.

Complaints of non-visible defects, within a reasonable time after discovery but no later than 14 days after the expiry of the warranty period specified in a written communication from the buyer / customer Keyprocessor be made. Legal action within 2 years after a timely complaint under penalty of cancellation must be made.

par 6 Standard products (not applicable to RMA and warranty) can only be returned within three months from the initial delivery date, provided they are undamaged and in original packaging. Freight costs are charged to the buyer / client. Keyprocessor gives the buyer / customer a credit equal to the price used in sales, less 20% cancellation fee.

Under standard product is defined as:
a. Astro hardware access (section 1.2 price list 2008)
b. Hardware Athena access (Section 2.2 pricelist 2008)
c. Hardware iProtect access (Section 3.6.1 pricelist 2008)
d. Intrusion detection hardware (Section 3.7.1 pricelist 2008), except:
  ▪ 504-1300: Panel IBC128 Master Burglar, 128 zones
  ▪ 504-1310: Burglary Panel IBC128, Slave 128 zones
  ▪ 504-1350: Intruder Power Module enclosure
  ▪ 504-1385: Code Keypad
  ▪ 504-1365: Additional housing, including Mifare (SNR) / Sector Proximity Reader
  ▪ 504-1390: Backup & RAM Mobitex Modem
e. Hardware Monitoring Persons (Section 3.9.1 pricelist 2008), except:
  ▪ 504-1100: Locator
  ▪ 504-1110: Receiver
  ▪ 504-1200: People Protection tag
  ▪ 504-1215: Wrist Strap

For non-standard products must, prior to return, always written approval must be obtained from Keyprocessor BV Without approval, no standard products never

returned except for defects within the warranty period. For such situations, the RMA procedure should be used.

par 7 Subject to the restrictions below, Keyprocessor in both the soundness of the product it delivered as the quality of the materials used and / or material supplied and the work so for a period of 12 months after delivery of the product or delivery of the work to the exclusion of visible defects.

par 8 Outside the guarantee in any case defects which occur in or are completely or partially the result of:

    a The non-observance of the buyer / client operating and / or maintenance instructions, other than the anticipated normal use;

    b. Normal wear and tear;

    c. Assembly / installation or repair by third parties, including buyer / client included;

    d. The application of any government regulation regarding the nature and / or quality of the materials used;

    e. In consultation with the buyer / client deployed using to materials or goods;

    f. Materials or goods by the buyer / client to Keyprocessor to edition were provided;

    g. Materials and methods and business structures, insofar on the express instructions of the buyer / client and used by or on behalf of the buyer / client supplied materials and goods;

    h. By Keyprocessor from third parties where the third party does not guarantee to Keyprocessor provided.

par 9 Keyprocessor not guarantee in any way that we cannot talk of color differences or differences in other aspects might result from different production dates of the products Keyprocessor.

par 10 If the buyer / client does not properly or timely fulfill any obligation for him from with Keyprocessor agreement or related agreement arises, is Keyprocessor regarding any of these agreements to any guarantee, by whatever name, account.

If the buyer / client without prior written approval of Keyprocessor to dismantle, repair or other work concerning the product passes or does pass, every claim under warranty.

par 11 If Keyprocessor implementation must comply with its warranty obligations taken, any liability for consequential damages is excluded.

The warranty obligations of Keyprocessor not go beyond the free delivery of new materials. Keyprocessor expressly reserves the right to make such a case the buyer / client to charge the assembly costs, as call costs or travel time.

If Keyprocessor to fulfill its warranty obligations, parts / products are replacing the replaced parts / products without further her property settlement with the buyer / client.

par 12 If by virtue of legislative provisions that Keyprocessor still liable, so will this liability is always limited to the insured Be it reasonably insurable part.

For the uninsured Be it reasonably uninsurable damage is part of the liability.

If the side of Keyprocessor there is liability and himself against the financial consequences of not insured Be it not reasonably able to ensure, so will the liability of Keyprocessor always limited to the amount of the contract price or purchase price.

Article 19: Warranty and liability claims with relevant development and sale of software

par 1 This provision applies only if Keyprocessor behalf of the buyer / client develops software.

Under software means the computer programs recorded on computer readable media and accompanying documentation.

Extent that it deviates from what is stated in Article 18 of the delivery and execution conditions which prevail in this clause with regard to developing and selling software.

par 2 Keyprocessor and buyer / client will specify in writing which software shall be developed and how this will happen.

Keyprocessor will develop the software with due care on the basis of the buyer / client to provide data for the accuracy and completeness of which the buyer / client is responsible.

par 3 If it is agreed that the software development stages, can Keyprocessor the commencement of the work to the next phase delay until command buyer / client the results of the preceding stage in writing.

par 4 Buyer / client obtained the right to use the software in its business with Keyprocessor as agreed in writing by the absence of such agreement is of use as defined in paragraph 2 of this provision.

Only if expressly agreed in writing, the source code of this software to the buyer / client made available and the buyer / client is entitled in such software changes.

par 5   Changes and additional work

5.1 The buyer / client agree that if the parties agree that the work is to provide expanded or modified, the time of completion of the work may be affected. Will Keyprocessor buyer / client in this regard as soon as possible notify.

5.2. If the work for a fixed price is agreed, will Keyprocessor buyer / client in advance inform if an extension or amendment as referred to above means that the agreed price is affected.

par 6   Delivery and acceptance

6.1 Keyprocessor will develop software to the buyer / client according to written specifications yield. The handover is complete after the software available to the buyer / client is made or, if agreed, after installing the software at the buyer / client.

6.2. The software is considered to be accepted after delivery. If an acceptance test writing between Keyprocessor and buyer / client is agreed, the software shall be deemed accepted upon acceptance by the buyer / client, or 14 days after delivery if the buyer / client Keyprocessor not writing errors notified in accordance with paragraph 6.5 of this provision, or after recovery of the reported errors.

6.3. If a written agreement between Keyprocessor and buyer / client of the software provides for acceptance by the buyer / client, buyer / client to have the software for 14 days after acceptance testing, unless a different period in the agreement is called.

6.4. If performing the acceptance test, the software errors the progress of the acceptance test, the buyer / client Keyprocessor about writing and detail, in which case the test period of 14 days interrupted until the software is essentially in accordance with the written specifications laid down functions.

6.5. If in performing the acceptance test, the software is flawed, the buyer / client Keyprocessor immediately after the test period in a detailed written acceptance report about the errors.

Keyprocessor in that case the reported errors within a reasonable time. The recovery shall be free if the software is developed for a fixed price. The software is buyer / client deemed to be accepted when, in essence according to the written specifications functioning.

6.6. Warranty relevant software development

During a period of 3 months after acceptance will Keyprocessor best to rectify any errors in the software restore. Keyprocessor does not warrant that the software will operate without interruption or errors or that all errors will be corrected. Only if the software for a fixed price has been developed, such a recovery free of charge, unless there is error in use of purchaser / client or other non Keyprocessor attributable to causes or if the errors in the execution of the acceptance test was be determined. Recovery of any lost data is not covered by warranty.

The warranty is void if the buyer / client, or a third party without written permission from Keyprocessor improves errors or to take other changes.

Par 7. Usage of software

7.1   The following provisions shall apply to all Keyprocessor to the buyer / client software supplied with the exception only of software that fully commissioned and on behalf of the buyer / client is developed.

Under software means the computer programs recorded on a computer readable material and the accompanying documentation, all including any possible new versions.

par 8   Terms of use

8.1. Keyprocessor gives the buyer / customer not only the exclusive right to use software. Unless expressly agreed otherwise and without prejudice to other provisions in these general terms of delivery and implementation conditions, shall include the right to use that Keyprocessor to the buyer / client will be granted only the right software to load into view or errors in the software to improve .

8.2   The software may be used by the buyer / client in his own company only used on those processing for which the use is given.

In the absence of an agreement in this regard is the processing of buyer / client, which the software was first used as an evaluation for which the use is given.

In the event of failure, the software temporarily on another processing may be used.

8.3   The right of use without the written permission of Keyprocessor not transferable to third parties.

The buyer / client is not allowed the software to sell, lease, dispose of or collateral to be transferred or in any manner whatsoever made available to any third party. Buyer / client will not change the software to third parties or anyone else to use for third parties to use. The source code of software is to the buyer / client is not available.

8.4   Warranty with respect to use of firmware

During a period of 3 months following delivery, Keyprocessor best to rectify any errors in the software restore.

Keyprocessor does not warrant that the software will operate without interruption or errors or that all errors will be corrected. Only if a maintenance agreement, or if there is a usage whereby maintenance is included, such recovery will be performed free of charge. Keyprocessor the cost of repair in the event of operating errors in the buyer / client or other non Keyprocessor attributable causes. Recovery of any lost data is not covered by warranty.

The warranty is void if the buyer / client, or a third party without the written permission of errors improves supplier or to take other changes.

Article 20:   Products Liability

par 1   If Keyprocessor in his offer to deliver materials on bases Keyprocessor themselves regarding these materials on the information provided by the manufacturer or supplier of these goods were supplied to him regarding the behavior and properties of these materials. Keyprocessor is consequently not liable for damage to consider in this respect arise unless Keyprocessor itself the producer of these materials.

If Keyprocessor itself the producer of the materials supplied, this will Keyprocessor by writing to the buyer / client to be confirmed.

par 2   Keyprocessor is not liable for unsuitability of functional materials and structures, both existing buyer / client specified which or through which the Keyprocessor to perform work must take place.

Article 21:   Intellectual Property Infringement

Keyprocessor is not liable for costs, damages or interest incurred as a direct or indirect result of infringement of patents, licenses and other industrial / intellectual property rights or other rights of third parties resulting from use by or on behalf or on behalf of the buyer / client data or acts or omissions of suppliers Keyprocessor their subordinates or to take other persons employed by or for him to have been made.

Article 22:   Disclaimer

If Keyprocessor respect of any damage for which he is under these conditions is not liable and for which the buyer / customer is liable, but third parties should be held liable should the buyer / client Keyprocessor shall fully indemnify him all have to reimburse what Keyprocessor to third parties in this under will have to meet under an agreement with the buyer / customer signed settlement agreement or final and supreme court handed down or similar statement (binding or advisory arbitration award).

Article 23:   Exclusion of liability

The exclusion of liability or limitation of it in these terms, applies regardless of whether the damage was caused by subordinates Keyprocessor or not subordinates Keyprocessor work commissioned by the exercise of his company have done.

Article 24:   Persons under supervision buyer / client

Persons in or near the object on which the work relates, are, are not included in employment being Keyprocessor considered in order of the buyer / client work for performance of its business providing, are under the supervision and command of copper / client even if that object is on or not an administrator on behalf of the buyer / client or object is not such an administrator.

Article 25:   Completion

Immediately after the completion of the work assigned to Keyprocessor and delivery of additional materials, the integration and delivery place.

If there is any defect or shortcoming, the buyer / client shall only be entitled to the defects or shortcoming by Keyprocessor itself to eliminate.

Possibly by Keyprocessor guarantee obligations continue even after completion of application.

Article 26:   Payment

The buyer / customer is obliged to Keyprocessor the work performed and materials supplied or the products purchased in Dutch currency to pay within the agreed time within 30 days after the date of dispatch of the invoice. Payment can only occur on the manner indicated by Keyprocessor. Payments are made without any deduction or setoff.

In case of delayed payment the purchaser / principal on the outstanding amount of statutory interest.

Article 27:   Certainty

Keyprocessor is entitled at any time cash payment of the invoice requirements.

Keyprocessor is entitled to partial or total contract sum to be recovered by way of advance payment or adequate security in the form of a contract of guarantee or other security form if Keyprocessor before or during the execution of the work clear indications about reduced creditworthiness of the buyer / client .

In that case Keyprocessor also entitled to no more work to be performed or which are to suspend work and is the sum of what has been accomplished due immediately.

Article 28: Collection

In the event of a breach in the performance of the obligation by the buyer / client by late or not paying Keyprocessor is entitled to all costs related to the recovery of the amount extrajudicial and judicial to the buyer / client.

Extrajudicial collection costs by buyer / client payable at the time of recovery Keyprocessor for legal assistance from third parties has been invoked.

The extrajudicial costs are set at the collection rate, recommend or advise the Dutch Bar in The Hague, but with a minimum of € 50, - excluding VAT per invoice.
By the late payment by the purchaser / client of the debt, the entire debt of the buyer / client to Keyprocessor, also the unexpired portion immediately and suddenly due.

Article 29: Shortcoming of buyer / client

If the buyer / client during the execution of the work has not, not properly or timely meet any obligation for him from the with Keyprocessor agreement or a related agreement arises and in case of bankruptcy, moratorium , closure and liquidation of the buyer / client or his company, Keyprocessor no longer entitled to the buyer / client an extrajudicial statement of dissolution to be sent.

In that case Keyprocessor not required to pay any compensation or guarantee, and he remains entitled to the buyer / client to demand payment of the agreed contract price less what it is calculated for undelivered or unexecuted portion of the work and the any installments already paid, plus reimbursement of all by Keyprocessor suffered or still suffer damage.

Article 30: Applicable law and competent court

All agreements to which these conditions apply in whole or in part, is only applicable Dutch law.

Any disputes that may arise from an agreement to which the present conditions wholly or partly applicable or other agreements of any such agreements might be a consequence, be adjudicated by the competent court in the district of Utrecht, unless the buyer / client within a month after Keyprocessor in writing to the buyer / client has invoked this clause, to settle the dispute according to the competent Dutch Law Judge chose.