

General terms and conditions

MC-S Supplies and rents special camera systems, such as high-speed cameras, hyper spectral cameras, high speed IR cameras and others. Please find below the General Terms and Conditions. These always apply if you use the services of MC-S.

Last modified on: 17 July 2023

Article 1. Definitions

1. General Terms and Conditions: The present General Terms and Conditions.
2. MC-S: trade name of Micro Computer Systems MC-S, located at Noorderstraat 12, 9525TB, Drouwenerveen and registered with the Chamber of Commerce under number 70481792, also available at www.mc-s.nl.
3. Service(s): services as described in the Agreement.
4. Products: all products as described in the Agreement.
5. Intellectual Property Rights: rights (of intellectual property) including but not limited to copyrights (including of course the copyright vested in software), database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to know-how.
6. Quotation: a written offer by MC-S.
7. Client: the natural person or legal entity, whether or not acting in the exercise of a profession or business, who has entered into an Agreement with MC-S.
8. Completion: takes place after Client's approval, after commissioning by Client or by notification of Client, after which no response to this has been received from Client within 7 days after notification.
9. Agreement: The agreement between Parties under which MC-S provides its Products and Services to Client, and of which the General Terms and Conditions form an inseparable part.
10. Party(ies): MC-S and Client together or separately.
11. Confidential Information: non-public information that is related to a Party and information that a Party indicates is confidential, or which, by its nature or under the circumstances of disclosure, should be treated as confidential.
12. Employee: The person employed by one of the Parties, or who performs work for the relevant Party on an assignment basis.

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Article 2. Applicability and interpretation

1. The General Terms and Conditions apply to and form part of every (legal) act related to the preparation, conclusion or execution of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between the Client and MC-S, if Client has accepted its validity in previous Agreements with MC-S.
2. The applicability of any purchase or other conditions of the Client is expressly excluded.
3. Provisions or conditions set by the Client that deviate from, or do not appear in, the General Terms and Conditions shall only apply to the Agreement insofar as the Parties agree in writing.
4. In case specific product, promotional or service conditions apply in addition to these General Terms and Conditions, those conditions also apply.

Article 3. Conclusion of the Agreement

1. All Quotations and other offers of MC-S are non-binding and valid for the duration of 30 days.
2. The Agreement comes into effect at the moment of acceptance by the Client of MC-S's Quotation and the fulfilment of the conditions thereby set by MC-S.
3. An offer is in any case assumed to be accepted if the Agreement is executed without contradiction. The offer can be accepted either orally or in writing.

Article 4. Execution of the Agreement

1. MC-S shall commence performance after the formation of the Agreement, on the date or time as agreed in the Agreement. If no date of performance has been agreed upon, MC-S will start performing the Agreement immediately.
2. If delivery cannot be made within the agreed period, MC-S shall notify the Customer. The Customer shall be deemed to have agreed to a new delivery date.
3. Client acknowledges that it has no power of instruction in respect of the supply to be provided by MC-S for the purposes of performance of the Agreement.
4. Client is obliged to do and refrain from doing everything that is reasonably necessary and desirable to enable the timely and correct execution of the assignment. In particular, the Client shall ensure that all information which MC-S indicates is necessary or which the Client should reasonably understand is necessary for the performance of the assignment is provided to MC-S in a timely manner.
5. If and to the extent required for the proper performance of the Agreement, MC-S has the right to engage third parties in the performance of the

Agreement. The General Terms and Conditions shall also apply to work performed by third parties under the Agreement.

These third parties have no power of representation.

6. MC-S is not obliged to have work performed by third parties designated by Customer. The Client is liable for goods for the purposes of the performance of the Agreement that are prescribed by or on behalf of the Client, or are or would be supplied by a supplier designated by the Client, as well as for the non-delivery or late delivery thereof.

Article 5. Duration and termination of the Agreement

1. The duration of the Agreement will be laid down in the Agreement. If no duration is included, the Agreement is entered into for the duration necessary for the delivery of the Products or Services.
2. Business Customer cannot terminate the Agreement in the interim.
3. In the event of cancellation, Client will have to pay the full amount, less any savings for MC-S resulting from the cancellation. MC-S will then Deliver the work already completed. If the price is contingent on the actual costs to be incurred by MC-S, the price payable by the Client will be calculated on the basis of the costs incurred, the labour performed, and the profit MC-S would have made over the entire work. The amounts remain due after termination of the Agreement and are immediately payable from the day of termination.
4. MC-S may suspend or terminate the Agreement at any time if:
 - Client declared bankruptcy;
 - Client has been granted suspension of payments;
 - Business Customer's business is dissolved or liquidated.
5. Obligations which by their nature are intended to continue beyond the end of the Agreement shall remain in full force and effect even after the end of the Agreement and shall apply to Principal and its legal successors.

Article 6. Price and payment

1. Client shall pay MC-S the amount as stated in the Agreement. All prices quoted by MC-S are in euros. In some cases, a down payment is required. The amount to be paid is included in the Agreement.
2. All prices quoted by MC-S are exclusive of sales tax (VAT) and other levies imposed by the government, unless stated otherwise.
3. Each invoice is subject to a 30-day payment period.
4. Payments made after 30 days will nullify any discounts given.

5. If a price is based on information provided by Customer and this information turns out to be incorrect, MC-S has the right to adjust the price accordingly, even after the Agreement has already been concluded.
6. If the Client fails to meet its payment obligation(s) on time, MC-S will notify the Client of the late payment. After notification of the late payment, MC-S shall grant the Client a period of 14 days to still fulfil its payment obligations.
7. In the event of late payment, in addition to the amount owed and the statutory interest accrued thereon, the Client shall be liable for full compensation of both extrajudicial and judicial collection costs, including the costs of lawyers, lawyers, bailiffs and collection agencies.
8. MC-S may inform itself within legal frameworks whether Client can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, on the basis of this investigation, MC-S has good grounds not to enter into the Agreement, it is entitled to refuse an order or application with reasons or to attach special conditions, such as advance payment, to the performance.
9. Any returns of delivered products will be subject to a 30% restocking fee.

Article 7. Retention of title

If and to the extent the Agreement provides for any transfer of ownership or transfer of Intellectual Property Rights from MC-S to Client, all goods delivered shall remain the property of MC-S as long as MC-S has not received full payment of the entire amount agreed in this regard.

Article 8. Client's obligations

1. Customer shall ensure that all (technical) information, decisions and data which it considers necessary in the performance of the Agreement are provided to MC-S in a timely manner. Client is responsible for the correctness and completeness thereof. This includes, but is not limited to, compliance with permit applications and other legal requirements.
2. If necessary for the performance of the Agreement, Customer shall ensure timely availability of and free access to the site, building and/or location where the work is to be performed. Client will ensure that MC-S can make use of suitable storage space, any necessary (utility) facilities, such as electricity, (drinking) water, gas, compressed air, telecom or sewerage connection, free of charge.
3. Client shall ensure clean, safe and healthy working conditions and is obliged to timely warn MC-S and its Employees of dangerous situations.

4. The client is responsible for the circumstances that prevent or hinder the performance of the work.

Article 9. Additional work

1. All changes in the performance of the Agreement, either at the request of the Customer or as a result of the fact that a different performance is necessary due to any circumstances, shall be considered as additional work when additional costs are involved. Additional work is subject to these General Terms and Conditions.
2. If additional work has been carried out at the request or with the consent of Client, the additional work shall be reimbursed by Client. MC-S may refuse to comply with such a request or enter into negotiations.
3. Client accepts that additional work may cause a delay in the Delivery of Products and Services, even if a time of Delivery has been agreed. Client shall not be entitled to compensation for such delay.
4. If (the demand for) additional work arises during the performance of the Agreement, this does not create any ground for cancellation or dissolution of the Agreement for the Customer.
5. Cost-increasing circumstances not attributable to MC-S will be settled as being additional work. MC-S will inform Client about this as soon as possible.

Article 10. Delivery and delivery time

1. Delivery dates stated by MC-S are indicative and do not count as deadlines, unless the Parties have agreed this in writing.
2. MC-S reserves the right, if possible, to have the required goods and equipment delivered to the Client. The ready equipment and goods may be stored at the expense and risk of the Client.
3. MC-S shall retain ownership of all Products until Client has fulfilled all its payment obligations to MC-S, including amounts due on account of a default.

Article 11. Intellectual Property Rights

1. The Intellectual Property Rights, including all images, drawings, (technical) descriptions and advice provided by MC-S to Client, are vested in MC-S.
2. Client shall not perform any acts that may infringe the Intellectual Property Rights of MC-S and/or its licensors, including but not limited to the disclosure and/or reproduction, in whole or in part, without permission, of the material referred to in the previous paragraph

intended. The Client acknowledges and accepts that any unauthorised use or conduct violates the Agreement and applicable laws.

Article 12. Confidentiality

1. The Parties shall keep confidential any information which they provide to each other before, during or after the performance of the Agreement, if such information can reasonably be designated as confidential, or if such information is explicitly designated as confidential by one of the Parties. The Parties shall also impose this obligation on their Employees as well as on third parties engaged by them for the performance of the Agreement.
2. The obligation of confidentiality shall continue even after termination of the Agreement for whatever reason, for as long as the providing party can reasonably claim the confidentiality of the information.

Article 13. Liability

1. This article applies to Business Customer only.
2. The limitations of liability under this Agreement shall apply except if and to the extent the damage is the result of MC-S's wilful intent or deliberate recklessness.
3. MC-S will endeavour to perform the Agreement as carefully and safely as possible. MC-S cannot exert any influence on the ultimate use of what is delivered. Client is therefore responsible for the use of the result of the Agreement.
4. Completion of the Agreement releases MC-S from all liability for defects that the Client had already discovered, or reasonably should have discovered, at the time of Completion.
 5. The total liability of MC-S for direct damage suffered by Customer as a result of an attributable failure in the performance of this Agreement, or by an unlawful act of MC-S, its employees or third parties engaged by it, shall be limited per event or a series of related events to an amount equal to the price stipulated in the Agreement (including VAT), with a maximum of €1.000,00.
6. Direct damage shall exclusively include: the reasonable costs incurred to establish the cause and extent of the damage, any reasonable costs incurred to have the defective performance of MC-S comply with the Agreement and reasonable costs incurred to prevent or limit damage, insofar as Customer demonstrates that these costs have led to a limitation of direct damage.
7. Liability of MC-S to Customer for indirect damage or consequential damage or damage due to loss of turnover or profit, damage due to delay, damage due to loss of data, damage due to exceeding deadlines as a result of changed circumstances, damage as a result of the provision of faulty cooperation, information or materials by

Client and damages due to information or advice given by MC-S, the content of which is not expressly part of the Agreement, is excluded.

8. A condition for the emergence of any right to compensation is always that the Client reports the damage to MC-S in writing within a reasonable period, but in any case, within two (2) months of its occurrence.
9. The liability of MC-S in respect of imputable failure to perform the Agreement shall arise only if the Client gives MC-S immediate and proper notice of default in writing, setting a reasonable term for clearing the failure, and MC-S continues to fail imputably in the performance of its obligations even after that term. The notice of default must contain as detailed a description of the failure as possible, so that MC-S is able to respond adequately.
10. Customer indemnifies MC-S against all claims of third parties (including customers of Customer), for compensation of damages, costs or interest, related to this Agreement and/or the Service.
11. MC-S cannot be held to fulfil any obligation under the Agreement if MC-S is prevented from performing due to force majeure. MC-S shall not be liable for any damage resulting from force majeure.
12. Force majeure shall include, but not be limited to, failures of public infrastructure, defectiveness of items, equipment or software or other source material the use of which has been prescribed by the Client, unavailability of Employees, government measures, general transport problems, strikes, wars, terrorist attacks and internal disturbances.
13. If a force majeure situation lasts longer than 90 days, the Parties have the right to dissolve the Agreement in writing. What has already been performed under the Agreement shall in that case be settled proportionally, without the Parties remaining indebted to each other for the remainder.

Article 14. Amendment of General Terms and Conditions

1. MC-S reserves the right to amend or supplement these General Terms and Conditions. Amendments shall also apply in respect of Agreements already concluded subject to a period of 30 days after notification of the amendment.
2. Changes will be announced via www.mc-s.nl, by e-mail to Client, or any other channel that MC-S can prove was sent to Client. Non-substantive changes of minor importance may be made at any time and do not require notice.

Article 15. Final provisions

1. The Agreement is governed by Dutch law.
2. Unless otherwise prescribed by rules of mandatory law, all disputes that may arise in connection with the Agreement will be submitted to the competent Dutch court in the district where MC-S has its registered office.
3. In these General Terms and Conditions, "in writing" also means communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.
4. If any provision in the Agreement or General Terms and Conditions turns out to be invalid, this will not affect the validity of the entire Agreement or General Terms and Conditions. In that case, the parties will determine (a) new

provision(s) to replace it, which will give shape to the intention of the original provision as much as legally possible.

5. MC-S is entitled to transfer its rights and obligations under the Agreement to a third party that acquires MC-S or MC-S's business activities.

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