

Article 1. Definitions

In these conditions apply :

- 1. Entrepreneur:** The natural or legal person who offers goods and/or services to consumers over distance.
- 2. Consumer:** The natural person acting in the exercise of profession or company. Or the legal entity that enters a distance contract with the entrepreneur.
- 3. Distance contract:** An agreement in the context of a system organized by the entrepreneur for distance selling of products and/or services until the conclusion of the agreement is exclusively used for one or more means of distance communication.
- 4. Technique for distance communication:** A way that can be used for making agreements, without the consumer and the entrepreneur have been in the same area at the same time.
- 5. Consideration time:** The deadline within which the consumer can use his rights of withdrawal.
- 6. Right of withdrawal:** The possibility for the consumer to see off the distance contract within the consideration time.
- 7. Day:** Calendar day.
- 8. Duration of transaction:** A distance contract relating to a range of products and / or services, the supply and / or purchase is spread in the time period.
- 9. Sustainable data carrier:** Any means that the consumer or entrepreneur enables information addressed personally to him, to store in a way that future consultation and unaltered reproduction of the stored information is possible.

Article 2: The Entrepreneur

Entrepreneur	: Msys B.V., operating in the name of MSYS
Office address	: van Breugelplantsoen 42, 3771 VR Barneveld
Office	: Hanzeweg 35B, 3771 NG Barneveld
Country	: The Netherlands
Phone number	: 9:00 – 17:00 : +31 (0) 6 2952 7490 / +31 (0) 342 408760
E-mail	: info@msys.eu
Chamber of Commerce number	: 08110794
VAT identification number	: NL811245111B01

MSYS is a manufacturer and supplier of Easytape®.

Article 3. Applicability

1.1. These terms and conditions apply to all offers and agreements in which MSYS located in Barneveld, registered in the Commercial Register of the Chamber of Commerce and Industry for the Veluwe and Twente under number 08110794, acting as a seller of goods or provider of information and services.

1.2. Deviation from these conditions can only be agreed in writing

1.3. Terms and conditions, whatever name described ,the customer MSYS (called the customer) are not applicable.

1.4 Terms and conditions, however described, the visitor of the website MSYS (referred to as the visitor) are not applicable.

Article 4. Offer

2.1. If an offer has a limited duration or subject to conditions, this will be emphatically stated in the offer.

2.2. The offer contains a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images , they are to be a true representation of the offered products and/or services. Obvious mistakes or errors in the offer are not tied to the entrepreneur.

2.3. All offers of MSYS are without obligation unless the offer proves the contrary. Offers are subject to availability of products.

2.4. The information contained in brochures or other documents of MSYS like prices, specifications, and images are subject to change and not binding to MSYS , unless this information explicitly has been agreed between both of the parties.

Article 3. Prices

3.1. The prices are in Euros, exclusive of Dutch sales tax of 6% and excluding other charges from above, unless otherwise agreed. All offers / images / prices are subject to typing errors and / or changes by the manufacturer.

Article 4. Realization of the agreement

4.1. A contract with the customer is established when you have ordered this by fax, e-mail, shop or mail by an order form or a direct debit form for one or more products, including any required service offered as an instruction or training, and on the form illustrated summary has confirmed the order.

4.2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm the electronic receipt of acceptance of the offer. As long as the receipt of the acceptance has not been confirmed, the consumer is allowed to cancel the contract.

4.3. If the agreement is going to work out electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and that he will ensure a secure web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.

4.4. When purchasing products, the consumer can terminate the contract without giving any reason for fourteen days, unless otherwise agreed. This period begins on the day of receipt of the products by or on behalf of the consumer.

4.5. During this period of abolishment, the consumer will treat the product and packaging carefully. Consumer returns to its original condition and packaging to the entrepreneur.

4.6. If the consumer exercises his right of withdrawal, the postage costs will be for his account.

4.7. If the consumer has paid an amount, the entrepreneur will pay back this amount as soon as possible but no later than 14 days after the return or cancellation.

Article 5. Delivery time

5.1. Stated delivery times will never be regarded as deadlines, unless expressly agreed otherwise. MSYS, however, will do reasonably as possible to deliver the delivery within the delivery time.

5.2. If the delivery exceeds more than 5 days, the customer will be informed as soon as possible after the order.

5.3. Once MSYS becomes aware of facts and / or circumstances that the realization of the delivery within the specified delivery time is impossible, MSYS gives a message as soon as possible to the customer with details of the expected new delivery.

5.4. If the obstruction of the performance, as referred to in the previous, continues longer than thirty (30) days, the customer has the right to terminate the agreement or declare void, unless expressly agreed otherwise.

Article 6. Delivery

6.1. At the request of the customer MSYS can deliver the goods at a specified place located by the customer within the Netherlands. If the customer wants to send the business abroad, be granted extra shipping fee to the customer.

6.2. MSYS will cost more for delivery within the Netherlands, as indicated on the order and direct debit form, to charge the costumer, unless otherwise allied with costumer in writing.

6.3. MSYS is not liable for any damage during or as a result of the delivery occur on the part of the customer or a third party unless he proves that the damage was the result of gross negligence, gross negligence or intent on the part of MSYS.

Article 7. Risk

7.1. The risk of the goods passes from MSYS to the customer at the time of delivery (delivery at inventory place).

7.2. If the customer does not communicate in good time to MSYS (by post, fax or email) that its not able to accept the things, the risk passes from MSYS to the customer at the moment when the customer is in default and MSYS will store and insure the goods for a reasonable period, within 8 days and cover the expense and risk of the customer.

Article 8. Property

8.1. The ownership of the goods passes from MSYS to the customer only after the customer has fulfil the payment of the purchase price and all the rest that she is due under any contract and under an action from MSYS.

8.2. Rights to benefits are assigned in advance on insurance contract by the MSYS customers.

Article 9. Payment

9.1. Direct debit: the debit takes place at the time immediately after delivery.

9.2. On account: The payment should take place within 30 days after the invoice date. Other terms only apply if MSYS has agreed this explicitly with the customer.

9.3. Refund: Payment is made at the time and place of delivery, that means paying in cash to the deliverer.

9.4. MSYS at all times have the power to require an advance payment of up to 50% of the purchase price to the customer.

9.5. After written confirmation by MSYS, the payment can be made in two terms, where the total payment can amount at least EUR 6000, - .

9.6. For late payment, the customer is legally in default without any notice being required and the customer is obliged to pay the compensation on the amount owed for the duration of default, without prejudice to other rights to MSYS.

9.7. All judicial and extrajudicial costs that MSYS has to make to recover its claim(s) , are the whole responsibility of the customer being in default. The extrajudicial costs amount to 15% of the outstanding amount with a minimum of fl. 150,00 excl. VAT per unpaid invoice.

Article 10. Factory warranty

10.1. MSYS gives primary no warranty unless there is otherwise agreed like a guarantee for the delivered goods in accordance with the factory c.q. importer provisions for the period specified on the warranty card.

10.2. Applying the guarantee is only handled by MSYS if the customer submits this appeal with MSYS within five days after he has discovered the defect or should reasonably concluded it.

10.3. Guarantee will be granted only on presentation of the original by MSYS to the customer invoice issued and signed voucher for training.

10.4. If it is technically defective, MSYS will provide for replacement material with the permission of the supplier.

10.5. Every right to warranty expires if

- Without permission from MSYS, changes or repairs to the delivered goods are made by or on behalf of the client..
- There is a case of careless or improper use of the delivered item, including the failure of the offered instruction / training or non-compliance with the prescribed use or normal maintenance.
- The delivered item is used for other purposes other than its intended use.

10.6. The cost to change or repair the supplied goods that are carried by or on behalf of the customer without prior permission from MSYS are never at the expense of MSYS.

Article 11. Refund money by unsuitable product

11.1. If the delivered item is different from the type number or colour ordered by the customer, or if there is an incorrect definition listed on the website of MSYS , then after consultation with MSYS , the product may be refunded and the money will be refunded.

11.2. The refund guarantee is granted only on presentation of the original by MSYS to the customer invoice issued and if it is reported by the customer within 5 days of receipt (mail, fax or e-mail) to MSYS.

11.3. Returns must be made within 10 days of receipt, no later than 5 days after the action on the refund guarantee.

11.4. The method of return should be determined in consultation with MSYS.

11.5. In case of refund guarantee MSYS will credit the purchase price.

Article 12. Liability

12.1. MSYS is only liable for damages on the part of the customer or third parties if and insofar as the damage is the direct and immediate consequence of the implementation of the agreement by MSYS.

12.2. The liability of MSYS in according with the preceding paragraph is limited till the maximum purchase price of the delivered item or service or to the extent to which the DAS insurance claim states.

12.3. MSYS cannot be held responsible for differences in prices, images and texts.

12.4. On the site of MSYS and consult during instruction sessions customer or visitor to practical information (articles, opinions ...). MSYS disclaims any liability arising from the use of this practical information off.

12.5. The customer cannot held MSYS liable for the damage caused by defect by the supplier.

Article 13. Decomposition

13.1. If the customer wants to cancel the order placed by MSYS, MSYS needs to be informed by the customer within 5 days after the date of orders received. As long as the goods have not been sent to deliver within 5 days, the customer can cancel the order placed with MSYS.

13.2. Returning is possible within 5 days. If the order has already been delivered to the customer, MSYS takes the cancelled items back, only in their original, unopened and undamaged packaging.

13.3. The costs of returning the article are entirely for the account of the customer.

13.4. If the customer has complied with the foregoing conditions, the payment order for credit will be given to the bank of MSYS by MSYS within a week.

13.5. If the customer or any of its obligations under the agreements resulting from not, not properly or not timely to fulfil it is legally in default. MSYS then has the right to terminate the agreement without notice and unilaterally fully or partially without judicial intervention by means of a notification (by post, fax or e-mail) to the customer without MSYS is obliged to pay any compensation, without prejudice MSYS other rights.

13.6. All claims that MSYS may have or obtain in the event of termination of the agreement by the customer shall be immediately due and payable.

Article 14. Intellectual property

14.1. All elements of the MSYS site are protected by copyright of MSYS and / or its suppliers and partners. MSYS and other names of products and / or services MSYS listed on these sites are registered trademarks of MSYS. Other names of products or companies mentioned on this site may be trademarks of their respective owners.

14.2. All by MSYS patented means of production may be used under strict approval. After ending the production contract, the means of production need to be delivered back to MSYS, unless otherwise agreed.

14.3. Without previous written permission of MSYS, the customer or visitor cannot have information, product or service that the customer or visitor has been given through this site, modify, copy, transmit, to spread, represent, reproduce, publish, licensed concession, transfer neither sell nor create documents and / or products derived from these elements.

14.4. The database of MSYS is a database within the meaning of Article 1, heading a) Database 1999. MSYS should be regarded as the producer within the meaning of Article 1 introductory b) of this law. The use of the customer or visitor to a request for qualitatively or quantitatively

substantial part of the database, or re-usable.

Article 15. Personal data

15.1. The legal regulations concerning the protection of personal data, as registered in the Personal Registration Law / Data Protection act, is exercised by MSYS. When the customer wants to see their personal information, correct or delete the customer can contact MSYS. MSYS will provide the desired information or adjust the data base.

15.2. MSYS will include the data provided by the customer in a file. These data will be used for:

* Implementation of the customer order

* Implementation of any guarantees

* To provide information in only if the customer has not indicated to impose any price.

15.3. Data will not be provided by MSYS to third parties unless required by law.

15.4. By means of a written, dated and signed request to the address of MSYS, a customer can receive free written notice of him relating to personal data and to correct it if its inaccurate, incomplete or irrelevant by providing his identity. Moreover MSYS will also remove personal data if the customer wishes.

15.5. MSYS undertakes to do everything possible to protect the personal data, in particular to prevent them from being distorted, damaged or communicated to unauthorized third parties.

15.6. The customer data will be stored in the file for a period of three years after the expiration of the warranty of the latest purchase by the customer MSYS.

Article 16. Disputes

16.1. All agreements concluded and the resulting well as all acts by Dutch law.

16.2. All disputes (including those which are only one of the parties be considered as such) which result of this agreement or arising therefrom agreements may arise between parties shall be settled by the competent court in Arnhem.

Article 17. Odds

17.1. In the event of force majeure MSYS is entitled to unilaterally terminate the obligations.

Article 18. Safeguard

18.1. The customer indemnifies MSYS for all third party claims in respect of any matter for which liability to the customer is excluded in this case.

18.2. The customer indemnifies MSYS all claims by third parties on the basis of product liabilities for which liability to the customer is excluded in this case.