



## GENERAL TERMS AND CONDITIONS SGS Nederland B.V.

### 1 General

- 1.1 These general conditions shall apply to all offers and agreements by SGS Nederland B.V., hereinafter to be called "SGS", and to the performance of all work by SGS.
- 1.2 Any departure from these general conditions shall only be allowed if and insofar as the parties so agree in writing.
- 1.3 Conditions made by the Principal shall not bind SGS, unless and insofar as they have been expressly accepted in writing by SGS, and they shall only apply with respect to the agreements specifically targeted in that respect.

### 2 Offers and orders

- 2.1 If SGS has stated that an offer is free of obligations, SGS may revoke the offer within eight workdays after it receives acceptance of such offer from the Principal.
- 2.2 Oral agreements shall only bind SGS if and insofar as they have been confirmed in writing by SGS.
- 2.3 Unless expressly stipulated otherwise in the offer, an offer shall be based upon the performance of the work during normal office hours and workdays.

### 3 Performance of the agreement

- 3.1 SGS shall be entitled to engage third parties in order to perform the agreement.
- 3.2 Delivery of statutorily approved scaffolding equipment and lifting gear suitable for carrying out the work, as well as the connection to and delivery of electricity, heating, lighting and water in accordance with current Dutch standards shall be provided by the Principal and be for its account and risk.
- 3.3 As far as required, the Principal shall ensure that SGS's employees shall be allowed to access the grounds, premises and/or projects and that all required formalities hereto related shall have been fulfilled. In addition, the Principal shall ensure, for example if the SGS's work is carried out on a site which is (partially) supervised by the Principal, that safety requirements imposed by statutes and/or regulations governing the work and working conditions are strictly observed.
- 3.4 The Principal shall at all times ensure that SGS is timely provided with all relevant, data, information and documentation, available and/or required, which is or may be conducive to properly executing the commissioned work. The safety regulations referred to in 3.3 shall be taken to be included in this respect.
- 3.5 The Principal shall be responsible for the correctness of the provided data, information and documentation, and shall be liable for any and all direct or indirect loss and/or damage whatsoever resulting from or relating to the incorrectness of such data, information and documentation (including such loss and/or damage incurred by SGS as may be caused by unnecessarily engaging a supervisor/inspector). Moreover, the Principal shall indemnify SGS from any claims with respect to any of the above-mentioned losses and/or damage.

### 4 Prices

- 4.1 SGS shall be entitled to charge any such rates for the performance of the agreement as may be valid at the time. SGS shall be entitled to increase these rates if the costs and/or prices upon which these rates are based so require.
- 4.2 Travel expenses shall be charged, unless expressly agreed otherwise.
- 4.3 All prices stated by SGS in its offers shall be exclusive of Value-Added Tax or any other governmental levies, unless otherwise stated.
- 4.4 Unless expressly agreed otherwise, any overtime work, including evening and night work, and any work on Saturdays, Sundays as well as public holidays shall be completely for the account of the Principal, at the rates applicable in this respect.
- 4.5 Any delay in the performance of the agreement due to circumstances, which are not for the account of SGS, and/or could not reasonably be foreseen by SGS, shall be for the account of the Principal.

### 5 Payment

- 5.1 Unless agreed otherwise, payment shall be made within 15 days of the invoice date by remitting the outstanding amount in the agreed upon currency into the bank or giro account stated in the invoice. The date of payment shall be considered to be the date on which the amount is credited to the bank or giro account.
- 5.2 SGS shall be entitled to use any payments by the Principal to first pay for any outstanding interests and subsequently satisfy costs for the invoices which are longest overdue, even if the Principal states that the payment relates to a later invoice.
- 5.3 The Principal shall not be entitled to invoke any discount or set-off when paying.
- 5.4 After the term for payment has expired, the Principal shall be in default and shall in addition to the principal owe interest in the amount of the statutory rate plus 2 percent. After the end of every year, the sum on which interest is due according to the previous sentence shall be increased by the interest due for that year.

### 6 Extra-legal costs

If the Principal defaults in the performance of any of its obligations, then all reasonably incurred extra-legal collection costs shall be for the account of the Principal. The Principal shall in any case pay:

15%	on the first	€ 3,000.-
10%	on any higher sum up to	€ 5,900.-
8%	on any higher sum up to	€ 14,500.-
5%	on any higher sum up to	€ 59,000.-
3%	on any higher amount	

If SGS proves to have incurred higher costs, which were reasonably necessary, these costs shall also be capable of being reimbursed.

### 7 Legal costs

The Principal shall reimburse all costs, which SGS has reasonably incurred in relation to any court proceedings in which the Court has wholly or partially awarded judgment against the Principal. These costs shall in any case include the fees of external experts, process servers and attorneys, even if such costs exceed the sum awarded by the Court.

### 8 Term of the agreement

If the agreement is entered into for an indefinite period of time, the Principal shall be entitled to terminate the agreement by giving notice of termination, duly observing a minimum notice period of six months.

### 9 Extra work

- 9.1 If an extension or modification of the order leads to a price increase or an extension of the required time, SGS shall prior to starting the work on such modified order notify the Principal thereof.
- 9.2 If additional wishes of the Principal lead to such a change in the agreed upon work that SGS's performance under this agreement increases in weight of scope, such increase shall constitute extra work in respect of which additional fee may be required according to the rates applicable.
- 9.3 If SGS believes that extra work is involved, it shall notify the Principal thereof in writing as soon as possible. SGS shall include an estimate of the extra time required for completing the work and of the costs involved.

## 10 Time periods

Periods of time notified to or by SGS shall never be considered as final deadlines unless expressly agreed otherwise in writing. In the event of any late performance by SGS, SGS shall, in such cases where performance is still possible, be declared in default and be granted a reasonable extra term in order to meet its obligations. This extra time period shall depend upon customary practice in this line of industry. If the extra time period term is exceeded, the Principal shall, except for Force Majeure within the meaning of Article 13, be entitled to dissolve the agreement, provided that the work has not yet been initiated. SGS shall not be liable for damages in such case.

## 11 Confidentiality

- 11.1 Both parties shall maintain confidential information, technical data, and/or documentation and any other information of the other party, which is regarded as confidential. Such confidentiality shall extend to the contents of the agreement. Moreover, the Principal shall observe the confidentiality of all information relating to the (manner) in which SGS has performed the agreement, except if SGS authorizes the disclosure of such information.
- 11.2 The parties shall not make available any such data and information as referred to in this Article to third parties, and shall only disclose such data and information to their employees insofar as disclosure shall be necessary to perform the agreement.
- 11.3 The parties shall make every reasonable endeavour to ensure the confidentiality of the data and information referred to in this Article. The parties shall ensure that their employees also observe their duty of confidentiality.

## 12 Copyright

All intellectual and industrial property rights in reports, certificates, advice, audio-visual material and other records turned over to the Principal (including any on-line reports obtained with the aid of computer connections or telecommunications equipment) shall be exclusively vested in SGS. The Principal shall only disclose such documents and material to third parties or grant a right to use, after fulfilling all its obligations to SGS and after obtaining SGS's prior written authorization.

## 13 Force Majeure

- 13.1 If the performance of the agreement is prevented or seriously hampered due to any circumstance beyond SGS's control ("overmacht"), its obligations shall be suspended. During the period in which SGS cannot fulfil its obligations because of such force majeure, the Principal may not dissolve the agreement and SGS shall not be liable to pay any damages.
- 13.2 If SGS has already completed part of its obligations when the instance of force majeure occurs, or is able to accomplish only part of its obligations, SGS shall be entitled to invoice separately for the completed and the uncompleted work.
- 13.3 Force majeure within the meaning of this Article shall be considered to occur if the performance is prevented by strike (including strikes at SGS), lock-out, upheaval, disturbance, rebellion, government measures and/or measures imposed by other authorities, accidents and any other impediments beyond the control of SGS.
- 13.4 SGS shall also have the right to invoke force majeure, if the circumstance preventing (further) performance occurs after the date on which SGS should have performed its obligations.

## 14 Complaints

- 14.1 In the event of complaints with respect to the SGS's work, the Principal shall file such a complaint within three workdays after he noticed or could have noticed the irregularities and/or damage. Once this term has expired, any right to damages and/or repair of any irregularity shall lapse.
- 14.2 Complaints shall be notified as precisely as possible, per registered letter or facsimile, stating all relevant details, including report, certificate, invoice and letter numbers.
- 14.3 Any rights which the Principal has under a timely filed complaint shall lapse if the Principal fails to invite SGS to attend any investigation to be held by the Principal or if the Principal fails to grant SGS the opportunity to conduct a counter-investigation.
- 14.4 If SGS deems the complaint to be valid, it shall repair the irregularities insofar as possible, within the bounds of reason and fairness.
- 14.5 The Principal shall remain under the obligation to pay for orders placed, even if the Principal files its complaint on time.

## 15 Liability

- 15.1 By entering into an agreement, SGS assumes the obligation to make its best endeavour rather than achieve a specific result.
- 15.2 SGS shall not be held liable for any direct and/or indirect loss and/or damage resulting from any improper performance of its obligations or from any wrongful act towards the Principal unless such loss and/or damage ensues from intentional acts or omissions or gross negligence ("opzet of grove schuld") on the part of SGS its managing directors or executives.
- 15.3 If no limitation of liability applies, SGS's liability shall be limited to ten times the amount, which would or has been charged for the work causing the damage. SGS shall at all times be entitled to repair such damage itself or to have it repaired.
- 15.4 Liability within the meaning of Article 15.3 shall be limited to € 25,000.-.
- 15.5 Any legal claim filed against SGS shall lapse one year after the performance of the work with respect to which the claim has been filed, except if the irregularity which gave rise to the claim could not have been noticed within such period. In the event that the Principal could not have noticed the irregularity within the above-mentioned one-year term, the provision of Article 14(1) shall apply accordingly however, in such case any legal claim shall lapse thirty days after the date on which the Principal noticed or could have discovered the irregularity. Any liability of SGS shall in any case lapse two years after its performance of the work.
- 15.6 Any right to damages shall lapse if the Principal fails to commence legal proceedings within 6 months of receiving written notification of SGS's definitive rejection of the (alleged) claim.
- 15.6 The Principal shall at all times indemnify SGS from third-party claims for damages, if SGS could not be held liable for such damage on the basis of these General Conditions. In particular, the Principal shall compensate SGS for the costs, loss and/or damage and interests which may ensue from such third-party claims.
- 15.8 SGS shall not accept responsibility or liability for decisions taken on the basis of any reports and/or certificates issued.

## 16 Dissolution and Suspension

- 16.1 If any of the following circumstances occurs, SGS shall be entitled to suspend (further) performance of the agreement or dissolve the agreement, without prejudice to its right to claim damages.  
Such shall be the case if:  
- Any property of the Principal is attached, if the Principal is granted a moratorium or is declared bankrupt;  
- the Principal defaults in any obligations towards SGS; or  
- SGS has sufficient reason to fear that the Principal is not or shall not be able to fulfil its obligations arising from the agreement, and if the Principal fails to provide sufficient security for the performance of its obligation, to the satisfaction of SGS.
- 16.2 If any of the situations listed in Article 16.1 occurs, SGS shall be entitled to decide that the total amount owing by the Principal shall be immediately due and payable.
- 16.3 In the event of unforeseen circumstances which are of such a nature that the performance of the agreement is impossible or becomes so burdensome or costly that SGS cannot be reasonably required to perform the agreement, in relation to persons and/or material which SGS employs or customarily employs to perform the agreement, SGS shall be entitled to dissolve the agreement without any obligation to pay damages.
- 16.4 In the event of any termination of the agreement, the Principal shall pay SGS at least for the work it has already performed. This provision shall not affect any other of SGS's rights.
- 16.5 If the Principal terminates an agreement concluded for an indefinite period of time, SGS shall, with respect to the remaining period, have the right to a reasonable remuneration, equivalent to a minimum amount of 75% of the average sum which was charged per month until the agreement was terminated. The above-mentioned provision shall also apply in the case of an agreement concluded for an indefinite period of time, if the Principal fails to observe the notice period mentioned in Article 8. The right to such supplementary remuneration shall lapse if the termination is the result of any improper performance on the part of SGS.



**17 Assignment**

The Principal shall not assign to third parties any of its rights under the agreement without the prior written authorization of SGS.

**18 Transfer of personnel**

Neither party shall employ personnel of the other during the term of the agreement or within two years of its termination, unless it has obtained the written authorization of the other party.

**19 Choice of Law and Disputes**

19.1 The laws of the Netherlands shall apply to all agreements concluded between SGS and the Principal.

19.2 Unless the parties agree otherwise in mutual consultation, all disputes shall be brought before the District Court of Rotterdam. This provision shall not affect SGS's right to file proceedings in any other court competent to hear the dispute, in accordance with the law or the relevant international treaty.

19.3 These general conditions have been filed in the Dutch and English language at the Registry of the Rotterdam district Court on January 17<sup>th</sup>, 2003. In case of conflict of said two texts the Dutch text shall be decisive.