

Normec VRO B.V. General Terms and Conditions.

General Terms and Conditions for the provision of services by Normec VRO B.V. (Normec VRO), having its registered office in Geldermalsen on the first of January 2020.

Article 1 – General

1. In these General Terms and Conditions, the following terms have the following meanings:
 - a. Accreditation: the recognition by the Dutch Accreditation Council RvA (*Stichting Raad voor Accreditatie*) of an inspection body (Normec VRO has this Accreditation);
 - b. Professional regulations: the rules of conduct and professional rules applicable to Normec VRO and/or the Employees;
 - c. Documents: all information or data made available to Normec VRO by the Client and all data produced or collected by Normec VRO in the context of the execution of the Assignment/Agreement, whether or not contained on tangible or intangible [data] carriers and whether or not hosted by third parties;
 - d. Inspection: independent and objective assessment to be carried out by an inspection body within the framework of the Assignment in order to obtain a Certificate or other qualification (Quality Mark) and/or the management and maintenance thereof;
 - e. Normec VRO: Normec VRO B.V., also trading as VRO Certification, VRO Knowledge Centre and VRO Services;
 - f. Employee: a natural person employed by or associated with Normec VRO, whether or not on the basis of an employment contract, including directors;
 - g. Assignment / Agreement: The contract for the provision of services pursuant to which Normec VRO undertakes to carry out specific Works for the Client,
 - h. Client(s): the natural person or legal entity who has or the natural persons or legal entities who have instructed Normec VRO to perform Works and/or on whose behalf Normec VRO performs or has performed Works;
 - i. Works: all works to be carried out by Normec VRO on behalf of the Client for which an Assignment has been given and which has been accepted by Normec VRO, as well as all works arising therefrom for Normec VRO.
2. All Assignments are accepted and carried out exclusively by Normec VRO and not by or on behalf of an individual Employee, regardless of whether the Client has explicitly or tacitly awarded the Assignment with a view to its execution by a particular Employee or certain Employees. The application of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.

Article 2 - Applicability

1. These general terms and conditions apply to all offers, agreements, and legal relationships between Normec VRO and the Client.
2. Deviation from and additions to these general terms and conditions are only valid if they have been explicitly agreed upon in writing in an agreement or order confirmation signed by Normec VRO and the Client.
3. Normec VRO expressly rejects the applicability of the Client's general terms and conditions.
4. These general terms and conditions may also be invoked by natural persons and legal entities that are directly or indirectly involved in any way, whether or not on the basis of an employment contract, in the Works by or on behalf of Normec VRO.
5. Normec VRO is bound by the Professional Regulations when carrying out the Works. These regulations can also apply to the Client.

Article 3 – Conclusion of the Agreement

1. Every proposal and/or offer extended by Normec VRO is without obligation. The term of validity of an offer is thirty days, unless otherwise indicated in the offer.
2. The Agreement is concluded by the signing of the Agreement by both parties or by the commencement of the actual performance of the Agreement by Normec VRO.
3. The Agreement is entered into for an indefinite period unless it follows from the content, nature or purport of the assignment that it has been entered into for a specified period.

Article 4 - Client Data

1. The Client is obliged to make available to Normec VRO all Documents which Normec VRO deems necessary for the proper execution of the Assignment in the desired form, in the desired manner, and in a timely manner. Normec VRO determines what is to be understood by desired form, desired method, and timely manner.
2. The Client warrants the accuracy, completeness, reliability and lawfulness of the Documents provided by the Client, even if the Documents originate from third parties, unless the nature of the Assignment dictates otherwise.

3. In the event of the electronic transmission of information by Normec VRO from and on behalf of the Client to third parties, the Client will be deemed to be the party who signs and sends the information concerned. The client warrants the accuracy, completeness and reliability of the information to be sent electronically as referred to above.
4. Normec VRO is entitled to suspend the execution of the Assignment until the Client has fulfilled the obligations referred to in the first and second paragraphs.
5. The Client must ensure that Normec VRO is immediately informed of facts and circumstances that may be relevant to the proper performance of the Works, including - but not limited to - a change in the legal structure and/or control structure within the Client and/or within the group [of companies] to which the Client belongs.
6. Additional costs and extra hours, as well as any other damage incurred by Normec VRO as a result of the failure of the Client to provide the Documents required for the performance of the Works or to do so on time or properly, will be at the Client's expense and risk.

Article 5 - Performance of Assignment

1. Normec VRO will carry out the Assignment to the best of its ability and with due observance of the applicable laws and regulations, professional or otherwise, and the rules derived therefrom imposed on Normec VRO by the Dutch Accreditation Council RvA (*Stichting Raad voor Accreditatie*). Normec VRO is entitled to take measures subsequent to the conclusion of the Assignment that affect or could affect the performance of the Assignment if the applicable laws and regulations, professional or otherwise, so dictate. Normec VRO is not obliged to keep the Client informed of changes in legislation and regulations relating to and coming into force subsequent to the performance of the Works.
2. Normec VRO determines the manner in which the Assignment is carried out and by which Employee(s).
3. If the Client wishes to involve third parties in the execution of the assignment, it may only do so after having reached agreement with Normec VRO. Normec VRO is entitled to involve third parties in the execution of the Assignment.
4. Normec VRO may perform and charge the Client for works in addition to those specified in the Assignment if such works stem from any legislation or regulations, professional or otherwise, applicable to the Assignment, even if the Client has not given its explicit consent to this.
5. If Normec VRO carries out work at the Client's location, the Client must ensure that a suitable workplace environment is provided that complies with statutory occupational health and safety standards and other applicable regulations with regard to working conditions. The Client must ensure that Normec VRO is provided with office space and other facilities that Normec VRO deems necessary or useful for the performance of the Agreement and that meet all requirements, legal or otherwise, to be set for this purpose. With regard to the facilities provided, including computer facilities, the Client is obliged to ensure continuity, among other things by means of adequate back-up, security, and antivirus procedures.
6. In the event of Works abroad, the Client is obliged to provide a Dutch or English-speaking interpreter at its own expense if the Dutch and/or English writing and speaking skills of the Client's employees is inadequate. In addition, if Normec VRO deems it necessary, the Client is obliged, at its own expense, to ensure that written information and/or documents are or will be translated into Dutch and/or English.

Article 6 - Electronic communications

1. During the performance of the Assignment, the Client and Normec VRO may communicate with each other by electronic means and/or make use of electronic storage (including but not limited to cloud storage), networks, applications or other electronic systems.
2. In case of doubt about the content or transmission of electronic communications, the data extracts from the computer systems of Normec VRO are decisive.
3. Normec VRO cannot be held liable for any damage suffered by the Client as a result of the use of electronic means of communication, including, but not limited to, damage as a result of non-delivery or delay in the delivery of electronic communications, omissions, distortion, interception or manipulation of electronic communications by third parties or by software/equipment used to send, receive or process electronic communications, the transmission of viruses and the non-functioning or improper functioning of the telecommunications network or other means required for electronic communications, except to the extent that the damage is the result of wilful intent or gross negligence on the part of Normec VRO.
4. Supplementary to the previous paragraph, Normec VRO is not liable for any damage caused by or in connection with the

preparation, filing and/or provision of electronic documents on the basis of prescribed methods and/or applications, including but not limited to formats or portals of third parties.

Article 7 – Confidentiality

1. Normec VRO is obliged to maintain the confidentiality of the Client's confidential Documents provided by or on behalf of the Client vis-à-vis third parties other than those involved in the performance of the Works. This obligation does not apply to the extent that Normec VRO is obliged to disclose information pursuant to law, any regulation issued by a body to whose supervision Normec VRO is subject, professional regulations applicable to Normec VRO or to Employees or a binding decision of a court or a government body and/or if disclosure is necessary in the context of sound professional practices and/or is required by a branch organisation and/or quality mark organisation in connection with which the Documents have been provided to Normec VRO.
2. The Client consents to Normec VRO processing confidential information and personal data concerning the Client and/or persons employed by, for, or connected with the Client and its clients or third parties, including the sharing of such data with affiliated entities that are part of the Normec partnership.
3. The obligation set out in the first paragraph does not apply if the information referred to in that paragraph is already publicly known or becomes publicly known, other than as a result of an unlawful disclosure by Normec VRO. In addition, the obligation in question is without prejudice to Normec VRO's right to submit the Documents referred to in the first paragraph to its external advisors, including insurers, under similar confidentiality obligations. Normec VRO is furthermore entitled to mention the name of the Client and to give an outline of the works performed to (potential) Clients as an indication of Normec VRO's experience, as well as to use the figures obtained after processing for statistical or comparative purposes, provided that the results cannot be traced back to individual Clients.
4. Normec VRO is not entitled to use the Documents made available to it by the Client for a purpose other than that for which they were obtained unless Normec VRO and/or Employees are acting on their own behalf in a complaint, disciplinary, criminal, administrative, fiscal or civil law procedure or in an appeal proceedings or a procedure deriving from the regulations of the branch organisation and/or quality mark organisation in question as referred to in the first paragraph in respect of which this information could be of importance.
5. After Normec VRO has received the order confirmation, Normec VRO has the right to provide the sector organisation and/or quality mark organisation concerned, as referred to in the first paragraph, with the inspection report with results and, upon request by the sector organisation and/or quality mark organisation concerned, as referred to in the first paragraph, to allow inspection of the inspection file or to answer any questions that the sector organisation and/or quality mark organisation concerned, as referred to in the first paragraph, may have. The aforementioned rights of Normec VRO only apply if and in so far as the inspection in question took place on the basis of a quality mark of, accreditation or certification by and/or membership in the aforementioned organisations.
6. Unless Normec VRO has given its prior written consent, the Client is not allowed to provide or disclose to third parties (the contents of) the order letter, reports, recommendations or other utterances by Normec VRO, whether or not in writing, or parts thereof, if these have not been drawn up or made for the purpose of providing third parties with the information contained therein. The foregoing applies, however, without prejudice to a statutory obligation to provide or disclose and the Client's right to provide or disclose this information to its external advisers subject to similar confidentiality obligations.
7. Normec VRO and the Client must impose their obligations under this article on any third parties they engage.
8. In the event that the Client violates the prohibition contained in Article 7 paragraph 6, the Client will forfeit to Normec VRO - without any further reminder or notice of default being required - an immediately payable fine of € 25,000 that is not subject to judicial moderation, without prejudice to Normec VRO's right to claim (additional) damages.

Article 8 – Intellectual property

1. Normec VRO reserves all rights with regard to intellectual property rights. All intellectual property rights that Normec VRO uses or has used or develops or has developed during the execution of the Assignment by the Client or resulting therefrom are the property of Normec VRO.
2. The Client is expressly prohibited from reproducing, disclosing or exploiting products to which Normec VRO holds the intellectual

property rights or products subject to property rights to which Normec VRO has acquired rights of use - including but not limited to: computer programmes, system designs, working methods, advice, (model) contracts, reports, templates, macros, and other intellectual products, all this in the broadest sense of the terms.

3. The Client is not permitted to make the products referred to in the first paragraph available to third parties without the prior written consent of Normec VRO, other than for the purpose of obtaining an expert opinion on the performance of the Works by Normec VRO. In that case, the Client must impose its obligations under this article on any third parties it engages.
4. For the purpose of performing Works for the Client and/or clients of Normec VRO, Normec VRO is entitled to use and further develop the knowledge, experience and general skills that Normec VRO has acquired as a result of performing the Works.
5. In the event that the Client violates the prohibition contained in this Article, the Client will forfeit to Normec VRO - without any further reminder or notice of default being required - an immediately payable fine of € 25,000 that is not subject to judicial moderation, without prejudice to Normec VRO's right to claim (additional) damages.

Article 9 – Time limits

1. If the Client and Normec VRO have agreed on a time limit within or date by which the Assignment is to be performed and the Client fails to: (a) make an advance payment - if one has been agreed - or (b) furnish the required Documents on time, in full, in the desired form, and in the desired manner, the Client and Normec VRO will enter into consultation to determine a new time limit within or date by which the Assignment is to be performed. The above is without prejudice to Normec VRO's right to suspend performance of the assignment as referred to in Article 4 paragraph 4.
2. Time limits within which the Works must be completed are only regarded as strict deadlines if this has been explicitly agreed in writing by the Client and Normec VRO.
3. Unless it has been established that performance of the Assignment is permanently impossible, the Client may not set aside the Assignment on account of delay unless Normec VRO also fails to perform the Assignment or fails to perform it in full within a reasonable period of time, to be notified to Normec VRO in writing after the expiry of the agreed time limit. Setting aside is then permitted in accordance with Article 6:265 of the Dutch Civil Code.

Article 10 - Fee and costs

1. If during the term of the Agreement, wages and/or prices and/or other factors that determine the rate change, Normec VRO is entitled to adjust the agreed rate accordingly, unless the Client and Normec VRO have agreed otherwise in writing.
2. Normec VRO is in any case entitled to index its rates annually on the basis of the Statistics Netherlands (CBS) services price index.
3. Normec VRO's fee, including any one-off annual costs, will be charged to the Client prior to the Works, unless the Client and Normec VRO have agreed otherwise in writing. Normec VRO's fee is exclusive of turnover tax. Normec VRO is entitled to request an advance from the Client.
4. The Client is entitled to reschedule or cancel the inspection once and free of charge no later than 3 weeks prior to the inspection date. In the case of rescheduling/cancellation within 3 weeks of the inspection date and/or in the case of a second or subsequent rescheduling, Normec VRO will charge costs for each rescheduling at the following rates:
 - a. 25% of the applicable inspection rate for cancellation or rescheduling within 3 but at least 2 weeks prior to the inspection date;
 - b. 50% of the applicable inspection rate for cancellation or rescheduling within 2 weeks but at least 1 week prior to the inspection date;
 - c. 75% of the applicable inspection rate for cancellation or rescheduling within 1 week of the inspection date;
5. The (part-day) rates for the Works to be performed by Normec VRO are set annually. The obligation to pay compensation is not dependent on the results of the Works performed pursuant to the Agreement. If the Works to be performed require more time than stipulated in the Agreement as a result of the Client's actions or if it transpires that the inspection cannot be carried out within the standard allotted period of time, Normec VRO is entitled to charge for the extra time at part-day rates.
6. The rates charged are dependent on the standard allotted periods of time. The standard allotted periods of time are available on request from Normec VRO.

Article 11 - Payment

1. Payment by the Client of the amounts due to Normec VRO must be made, without the Client being entitled to any deduction, discount

- or set-off, within thirty days of the invoice date, by means of a wire transfer to a bank account to be designated by Normec VRO.
2. Complaints or objections to the amount of the invoices do not suspend the Client's payment obligations.
 3. If the Client fails to pay within the time limit referred to in the first paragraph, the Client will be in default by operation of law and Normec VRO will be entitled to charge the statutory (commercial) interest from that moment on.
 4. If the Client fails to pay within the time limit referred to in the first paragraph, the Client is obliged to pay all judicial and extrajudicial (collection) costs incurred by Normec VRO, on the understanding that the costs incurred will be calculated at no less than 15% of the outstanding amount with a minimum of € 250 (excluding turnover tax). Reimbursement of costs incurred is not limited to any award of costs made by the court.
 5. In the case of a jointly issued Assignment, the Clients are jointly and severally liable for the payment of the invoice amount and the interest(s) and costs owed.
 6. The Client is at all times obliged, at the first request of Normec VRO, to provide (additional) security without delay in a form to be determined by Normec VRO, e.g. if, in the opinion of Normec VRO, the financial position or payment behaviour of the Client so warrants or if the Client fails to make an advance payment or to pay an invoice within the specified payment period. If the Client fails to provide the required security, Normec VRO is entitled, without prejudice to its other rights, to immediately suspend further performance of the Agreement and all amounts due by the Client to Normec VRO for whatever reason become immediately due and payable.
 7. Normec VRO is entitled to first set off payments of later invoices against outstanding invoices and the related statutory commercial interest.
 8. From the moment that the Client is in default, a claim arises for extrajudicial collection costs in accordance with the *Besluit Vergoeding voor Buitengerechtigde Incassokosten* (Extrajudicial Collection Costs (Fees) Decree), without further notice of default being required.

Article 12 - Complaints

1. Complaints pertaining to the Works performed and/or the amounts invoiced must be submitted to Normec VRO in writing within thirty days of the date on which the Documents about which the Client complains were sent, or within thirty days of the discovery of the defect if the Client demonstrates that it could not reasonably have discovered the defect earlier.
2. Complaints as referred to in the first paragraph do not exempt the Client from its obligation to pay. The Client is furthermore not entitled, based on a complaint about specific work, to postpone or refuse payment of other work performed by Normec VRO to which the complaint does not pertain.
3. In the event of a justified complaint, Normec VRO has the choice between adjusting the fee charged, correcting or re-performing the rejected Works free of charge or not (or no longer) performing the Assignment in full or in part while issuing a proportional refund of the fee already paid by the Client.

Article 13 - Right of suspension

1. After careful consideration of the interests involved, Normec VRO is entitled to suspend performance of all its obligations, including the handing over of Documents or other items to the Client or third parties, until all due and payable claims against the Client have been paid in full.
2. The first paragraph does not apply to Documents of the Client that have not (yet) been processed by Normec VRO.

Article 14 - Premature termination of the Assignment

1. The Client and Normec VRO are entitled to terminate the Agreement at any time, prematurely or otherwise, with due observance of a notice period of 3 calendar months, unless reasonableness and fairness disallow the termination or notice period.
2. The notice of termination must be given in writing.
3. Both Normec VRO and the Client have the right to terminate the Agreement without observance of a notice period only if:
 - a. the other party fails imputably in the performance of an essential obligation under the Agreement and the other party is in default as a result thereof (as referred to in Article 6:81 of the Dutch Civil Code);
 - b. one of the parties ceases its activities;
 - c. the other party is unable to pay its debts;
 - d. a trustee, administrator or liquidator has been appointed;

- e. the other Party carries out a debt rescheduling operation; or
 - f. if the legislation and/or regulations applicable to Normec VRO, professional or otherwise, so require;
4. If Normec VRO comes to the conclusion on the basis of information that undesirable situations have arisen or could arise, including bogus schemes, (deliberate) circumvention of rules, the provision of incorrect or incomplete information to Normec VRO, or that the independence of Normec VRO is at stake as a result of the actions of the Client, Normec VRO will be entitled to terminate the Agreement with immediate effect.
 5. If the Client terminates the contract, prematurely or otherwise, Normec VRO will be entitled to compensation for the loss of capacity utilisation demonstrably incurred, as well as to compensation for additional costs already incurred by Normec VRO and costs resulting from the cancellation of any third parties engaged, including, but not limited to, any costs relating to subcontracting.
 6. In the case of an open-ended contract, Normec VRO reserves the right to assess, for each periodical action pertaining to management and maintenance, whether the Client and/or the performance of the Agreement is acceptable to Normec VRO, subject to requirements to be determined by Normec VRO. If this is not the case, Normec VRO has the right to terminate the Agreement with immediate effect, without observing the notice period.

Article 15 – Expiration of claims

Unless otherwise stipulated in these general terms and conditions, the Client's claims and right to invoke other powers against Normec VRO for whatever reason in connection with the performance of Works by Normec VRO will in any case expire one year after the date on which the Client became aware of or could reasonably have become aware of the existence of those claims and powers.

Article 16 - Liability and indemnification

1. Normec VRO can only be held liable by the Client for damage if and in so far as this is provided for in these general terms and conditions.
2. Should Normec VRO's liability be established with due observance of the following articles, its liability is limited to the amount of the fee charged to the Client in the 12 months prior to the act causing damage.¹ Under no circumstances will the liability exceed the maximum amount paid out by Normec VRO's insurance company.
3. Should Normec VRO's liability be established, Normec VRO is only obliged to pay compensation for direct damage. Direct damage does not under any circumstances include: trading loss, loss of production, loss of turnover and/or profit, consequential damage, loss of value of products, or indirect damage resulting from the failure of Normec VRO to perform, to perform on time or to perform properly.
4. Normec VRO is not liable for damage caused by third parties engaged by Normec VRO. Normec VRO will exercise due care when engaging third parties.
5. Normec VRO cannot be held liable for any damage incurred by the Client as a result of the fact that the Client has provided Normec VRO with incorrect or incomplete Documents.
6. The risk of damage to or loss of Documents stored at Normec VRO or third parties is borne by the Client, regardless of whether the documents are stored, transported or dispatched on the instructions of the Client.
7. Normec VRO is only liable vis-à-vis the Client for damage that is the direct result of a (related series of) attributable failures(s) in the performance of the Assignment, or in the event of intent or deliberate recklessness. A related series of attributable failures to perform is regarded as a single attributable failure.
8. The limitations on liability stipulated in this article apply in full in the event of liability vis-à-vis more than one Client; in that case, Normec VRO's payments to the Clients jointly will not exceed the amount of the fee charged to the Client in the twelve months prior to the occurrence of the damage in connection with the Assignment.
9. The limitations on liability stipulated in this article do not apply if and to the extent that there is intent or gross negligence in the sense of conscious recklessness on the part of Normec VRO or its executive management.
10. The Client will indemnify Normec VRO for claims of third parties arising from damage incurred as a result of the fact that the Client has provided Normec VRO with incorrect or incomplete Documents.
11. The Client will indemnify Normec VRO for claims of third parties who suffer damage in connection with the execution of the assignment as a result of the Client's acts or omissions or of unsafe situations in its company or organisation.

¹Act causing damage is understood to refer to the act that directly caused the damage.

12. The damage referred to in paragraph 1 of this article must be reported to Normec VRO in writing as soon as possible, but no later than four weeks after the occurrence of the damage. Damage that has not been reported to Normec VRO in writing within that time limit is excluded from compensation unless the Client demonstrates that it could not have reported the damage earlier.

Article 17 – Force Majeure

1. Force majeure is understood to mean: circumstances that prevent the performance of the Agreement and that cannot be attributed to Normec VRO, regardless of whether those circumstances could have been foreseen at the time of the conclusion of the Agreement. The obligations of Normec VRO are suspended in the event of force majeure.
2. The circumstances referred to in Article 17.1 include: fire and other destruction, industrial disturbances, strikes, government measures, measures taken on government instruction, extreme weather and/or traffic conditions, conflict situations, a general lack of goods or services required to achieve the agreed performance, and unforeseeable delays on the part of third parties on which Normec VRO is dependent for the performance of the agreement.
3. Both parties are entitled to terminate the Agreement if the period during which Normec VRO is unable to perform its obligations due to force majeure lasts longer than one month, in which case there is no obligation to pay damages.
4. If Normec VRO has already partially performed or can only partially perform its obligations at the start of force majeure, it is entitled to invoice the already performed or performable part separately and the Client is obliged to pay this invoice as if it were a separate order. However, this does not apply if the part already performed or performable has no independent value.

Article 18 - Confidentiality, preservation and ownership of the file

1. Normec will VRO keep a file on the assignment. Normec VRO will take appropriate measures to guarantee the confidentiality and secure storage of the file and to keep the files for a period that is acceptable by proper professional standards and that is in accordance with the legislation and regulations, professional and otherwise, governing retention periods. The files are the property of Normec VRO.

Article 19 - Waiver of rights

Normec VRO's rights and powers under this Assignment are not affected or curtailed by not being immediately enforced. A waiver of any provision or condition in the Assignment is only effective if it has expressly been made in writing.

Article 20 - Applicable law and choice of forum

1. The Agreement is governed by Dutch law.
2. All disputes will be settled by the competent court in the district in which Normec VRO has its registered office.
3. The provisions of paragraphs 1 and 2 of this article are without prejudice to the option of submitting a complaint to Normec VRO itself and/or lodging an appeal with a body in accordance with the regulations of the sector organisations and/or quality mark organisations concerned.

Article 21 - Final provisions

1. The Client acknowledges that Normec VRO is entitled to unilaterally amend the general terms and conditions during the term of the agreement. Normec VRO must notify the Client within 14 days of any amendment to the general terms and conditions.
2. In the event of any incongruities between these General Terms and Conditions and any translations thereof, the Dutch text will prevail.

Geldermalsen, version: January 2020.