

## GENERAL TERMS AND CONDITIONS - SCHOUTEN CERTIFICATION B.V.

### 1. DEFINITIONS

1.1. The terms used in these General Terms and Conditions are defined as follows:

- Schouten Certification: Schouten Certification B.V., established in Giessen, the Netherlands, listed in the Commercial Register of the Chamber of Commerce under number 18068675;
- Client: the natural person or legal entity that has commissioned Schouten Certification to perform work under an agreement;
- The Parties: Schouten Certification and the Client jointly;
- Agreement: any certification or other agreement concluded between Schouten Certification and the Client, as well as any amendments or additions to them;
- General Terms and Conditions: these general terms and conditions of Schouten Certification;
- Certification cycle: a certification cycle consists of one or more certification years. Each certification cycle starts from the initial certification, where the first certification year expires twelve (12) months after the initial certification, the second certification year expires 24 months after the initial certification, etc.
- Certification regulations: a most recent version of the Certification Regulations is stated on the website: [www.schoutencertification.nl](http://www.schoutencertification.nl). The Certification Regulations provide an explanation of the working method of Schouten Certification and form a specific addendum to these General Terms and Conditions;
- Certification scheme: the set of standards referred to in the Agreement;
- Scheme manager: an organisation or group of organisations that issues or manages a scheme or standard, or is an image trademark holder and whose scheme or standard is stated in the agreement between Schouten Certification and the Client;

1.2. The definitions can be used in the singular or plural form without their meaning being affected.

### 2. APPLICABLE CONDITIONS

2.1 These General Terms and Conditions are applicable to all offers made by Schouten Certification and to all Agreements between the Client and Schouten Certification. The Client accepts the applicability of these General Terms and Conditions by the mere fact of having placed an order. Once contracted under these terms and conditions, the Client agrees to the applicability of the General Terms and Conditions to future and/or subsequent contracts with Schouten Certification.

2.2 Any general or specific terms and conditions or stipulations of the Client do not apply to the Agreements, unless agreed otherwise in writing in advance.

2.3 If these general terms and conditions have also been drawn up in a language other than Dutch, the Dutch text takes precedence.

2.4 Schouten Certification is entitled to amend or supplement the General Terms and Conditions. Minor changes of subordinate importance can be made at any time. Major substantive changes are discussed in advance with the Client.

2.5 The General Terms and Conditions, which in all cases include the provisions concerning the limitation of liability and indemnification by the Client, also extend to third parties engaged by Schouten Certification for the performance of the Agreement.

### 3. OFFERS

3.1 An offer remains valid for one month, unless Parties agree in writing on a different term.

3.2 An offer is based on information provided by the Client. The Client completes the application form for the offer truthfully and will also provide all essential information needed to set up and perform the work. All prices and fees in quotations are exclusive of taxes and duties, if applicable.

3.3 In case of cost increasing elements after the offer and/or formation of the Agreement and performance of the order, Schouten Certification preserves the right to increase its rates and prices. Cost increasing elements include amongst others, but not exclusively, cost increases evolving from changes of salaries, taxes, duties, rights, retributions, charges, exchange rates, costs of third parties or legislation. Price increases apply to those parts of the Agreement that have not been executed. In case an Agreement is already in place, Schouten Certification informs Client as soon as possible about the price change.

### 4. FORMATION OF THE AGREEMENT

4.1 An Agreement is concluded in writing, either by signing the Agreement or by signing the offer.

4.2 When concluding the Agreement, the Client accepts the applicability of the Certification Regulations and Certification Scheme and the obligations and implications arising from it.

4.3 The Agreement will be concluded for the period in accordance with the certification cycle included in the Agreement.

4.4 If the Client has not subsequently terminated the Agreement by the end of the period mentioned in article 4.3, the Agreement will be tacitly renewed for the same duration, on the same conditions.

### 5. PROVISION OF INFORMATION

5.1 The Client is obliged to make all information that Schouten Certification, in its opinion, needs for the correct performance of the Agreement available to Schouten Certification in good time, in the desired form and in the desired manner. If it has been agreed that the Client will make materials or data available on information carriers, they must meet the specifications necessary for the performance of the work.

5.2 The Client is further obliged to provide Schouten Certification on its own initiative and in a timely manner with all information of which Client knows or should reasonably be aware is or may be important for the performance of the order. The client is obliged to immediately notify Schouten Certification of any changes to this information.

5.3 The data provided by the Client to Schouten Certification within the framework of the Agreement must be complete, correct and reliable, even if it originates from third parties.

### 6. PERFORMANCE OF THE ORDER

6.1 Schouten Certification determines how the order is performed.

6.2 Schouten Certification is authorised to engage third parties not belonging to its organisation.

6.3 The period stated in the Agreement within which the order must be completed is a target period and not a deadline. The term commences once Schouten Certification has received all requested and relevant documents and information from the Client and, if applicable, the Client has remitted the advance payment.

6.4 The Client accepts that the time schedule of the order may be affected if the Parties decide in the interim to change the approach, working method or scope of the Agreement and the resulting work.

### 7. CLIENT'S COOPERATION

7.1 The Client ensures that Schouten Certification is able to carry out its work. If Schouten Certification is unable to carry

out the audit visits at the Client's premises for reasons attributable to the Client, or for any other reasons which must be at the Client's expense, the Client is obliged to reimburse all direct and indirect costs incurred by Schouten Certification as a result of this.

7.2 In cases where employees of Schouten Certification perform work at the offices or on the premises of the Client, the Client ensures that these employees can perform their work undisturbed and provides the facilities reasonably required by these employees free of charge.

7.3 The Client is responsible for the correct use and correct application of the certification procedures and requirements by Schouten Certification as laid down in the Certification Regulations, as well as for their implementation in its organisation and the procedures necessary for that purpose. The Client shall also correctly implement or execute the updates and other instructions provided by Schouten Certification (or have them implemented).

## 8. PAYMENT

8.1 The Client pays the agreed advance payment or invoice to Schouten Certification within 14 days of the invoice date, unless parties agree otherwise in writing. The Client is not under any circumstances authorised to suspend or set off the payment obligation.

8.2 If the payment term is exceeded, the Client shall be in default by operation of law, without notice of default being required. If the term of payment is exceeded, the Client is liable for payment of the statutory commercial interest to Schouten Certification.

8.3 If Schouten Certification takes debt collection measures against a defaulting Client, all extrajudicial and judicial costs will be charged to the Client. The extrajudicial costs to be reimbursed amount to at least 15% of the outstanding balance at the first moment of default, with a minimum amount of € 250.00 (in words: "two hundred and fifty euros").

8.4 Rates may be adjusted annually at least by the indexation based on the index figure Collective Labour Agreement wages for business services published by Statistics Netherlands (CBS). If the remittance to accreditation bodies and/or Scheme Administrators changes, this change will be passed on.

## 9. COMPLAINTS

9.1 The client checks the issued certificate and the report for correctness immediately upon receipt. Complaints regarding the correctness of the certificate/report and the information contained therein, as well as the performance of the work, must be reported by the Client to Schouten Certification in writing without delay, and at least within 14 days of establishing the defect. Complaints regarding other non-compliances on the part of Schouten Certification must be reported to Schouten Certification in writing within 48 hours after the defect being established. If complaints are made too late, any claim against Schouten Certification with regard to that defect shall be null and void. In the event of a complaint, Schouten Certification has the choice of carrying out or repairing the work or reimbursing all or part of the invoice to which the complaint relates.

9.2 A complaint regarding an invoice must be reported in writing to Schouten Certification within eight days of the invoice date. The Client is deemed to have agreed to the invoice once that period has elapsed.

9.3 A complaint by the Client with regard to a certain manner of providing services does not suspend the Client's payment or other obligations concerning these and any other invoices, nor does it entitle the Client to set-off or compensation or additional compensation.

## 10. AMENDMENT AND CANCELLATION

10.1 The Client and Schouten Certification may terminate the Agreement in writing at any time, subject to the conditions referred to in Articles 10.2 and 10.3 and Article 10.4 respectively.

10.2 If the performance of an audit that has already been scheduled is cancelled, the following conditions shall apply:

- cancellation of the audit by the Client can take place free of charge up to 30 calendar days before the start of the audit (not counting the day of the audit);

- in case of cancellation of the audit within 30 calendar days, but no later than 10 calendar days before the start of the audit (not including the day of the audit), the Client is obliged to reimburse 20% of the invoice amount;

- in case of cancellation of the audit within 10 calendar days, but no later than 5 calendar days before the start of the audit (not including the day of the audit), the Client is obliged to reimburse 40% of the invoice amount;

- if the audit is cancelled within 5 calendar days before the start of the audit (not including the day of the audit), the Client is obliged to pay 100% of the invoice amount.

10.3 Schouten Certification is authorized to terminate the Agreement at any time, subject to three months' notice.

10.4 If on the basis of the Agreement and the related certification cycle one or more audit(s) have to be scheduled for the duration of one year, the Client is not authorized to terminate the Agreement.

10.5 If the Agreement and the related certification cycle for the duration of three years require one or more audit(s) to be scheduled per certification year, the Client is not authorized to terminate the Agreement by the first year of the certification cycle, unless agreed by Schouten Certification in writing.

Thereafter, the termination term is 10 months' before the end of the next certification year. If the notification period is not observed, the costs of the audit will be charged.

10.6 The costs incurred by Schouten Certification to third parties shall at all times be borne by the Client.

10.7 If Schouten Certification cancels the Agreement, the Client is entitled to reimbursement of the relevant part of the invoice to which Schouten Certification's cancellation relates, without any right to (additional) damages. If Schouten Certification cancels the planned audit, the Client is not entitled to compensation for any costs or damages.

10.8 If during the execution of the Agreement it appears that for a proper execution it is necessary to change the work to be done, for example by performing extra work, the Parties shall timely amend the Agreement (as far as possible) accordingly in writing and in mutual consultation. In that case Schouten Certification shall be entitled to charge the ensuing costs to the Client.

## 11. RIGHT OF SUSPENSION AND DISSOLUTION

11.1. Schouten Certification has the right, without notice of default or legal intervention being required, either to suspend the performance of the Agreement or to have it fully or partially dissolved, without being obliged to pay any compensation for damages or honour any guarantee, and without prejudice to its remaining rights, in the following cases:

- if the Client fails to meet its payment or other obligations under the Agreement, the Certification Regulations and/or the General Terms and Conditions;
- if there are good grounds to believe that the Client is not or will not be able to meet its obligations to Schouten Certification;
- in the event of bankruptcy (or filing for bankruptcy), suspension of payments, shutdown, liquidation, placement under administration or full or partial transfer of the Client's business, including the transfer of part of its claims.

11.2. In each of the cases referred to in Article 11.1, all claims of Schouten Certification are immediately due and payable in full and Schouten Certification is entitled to set off amounts owed against amounts paid. All costs involved in this and losses thus suffered by Schouten Certification are for the Client's account.

## 12. CONFIDENTIALITY

12.1 The Parties, including their employees, are mutually obliged to maintain confidentiality in respect of third parties with regard to all information of a confidential nature that comes to their notice as a result of the performance of the Agreement. Information is considered confidential if one party has stated this to be the case or if this follows from the nature of the information.

12.2 The Parties shall also impose this confidentiality obligation on third parties engaged by them. Schouten Certification is not liable for damages in the event of a breach of confidentiality by third parties.

12.3 The abovementioned confidentiality shall be maintained during and beyond the term of this Agreement with the exception of:

- information which Schouten Certification already had at its disposal prior to the provision by the Client;
- information already in the public domain;
- information provided to Schouten Certification by a source independent of the Client;
- information to be provided in order to obtain or maintain the certification.
- information that may be relevant in arbitration or legal proceedings to which (at least) one of the Parties is a party.

12.4 Schouten Certification is, however, entitled to provide information or grant access to files relating to the performance of its activities to the competent authorities, including accreditation bodies, Scheme Managers and judicial authorities, if required or mandatory by law or regulation. If, in the opinion of Schouten Certification, there is a threat to public health, this releases Schouten Certification from its duty of confidentiality with regard to making statements to the authorities and independent administrative bodies. In the aforementioned cases Schouten Certification is not obliged to pay damages or compensation and the Client is not entitled to dissolve the order on the basis of any losses thus caused.

### 13. COPYRIGHTS

13.1 Written records of the inspections, audits and other activities do not become the property of the Client. Schouten Certification holds the copyright on the reports, advice, methods, photographs and other intellectual property it has prepared.

13.2 The use of the documentation referred to in Article 13.1 and the result of the Agreement as well as the use of the name of Schouten Certification for commercial purposes is permitted exclusively with the written permission of Schouten Certification.

13.3 The Client indemnifies Schouten Certification against claims of third parties concerning intellectual property rights on materials or information provided by the Client and which are used for the performance of the Agreement.

### 14. PROCESSING OF PERSONAL DATA

In the context of the performance of the order, Schouten Certification processes the Client's personal data in accordance with the applicable privacy legislation. The privacy statement of Schouten Certification can be consulted on its website.

### 15. LIABILITY

15.1 Schouten Certification cannot not be held liable for damages of any kind, resulting from an assumption based on incorrect and/or any kind of incomplete information and/or products provided by or on behalf of the Client.

15.2 In all cases, any liability of Schouten Certification, however arising and of whatever nature, is limited to the order value (excluding VAT) as laid down in the Agreement to which the liability relates.

15.3 In all cases, the liability of Schouten Certification is limited to direct damages only. Schouten Certification will under no circumstances be liable for indirect damage of any nature whatsoever, including but not limited to consequential damage, loss of profit, lost savings and loss due to an interruption in business operations.

15.4 Schouten Certification shall by all means on no account be obliged to pay more compensation than the damage that is reimbursed to Schouten Certification by its insurance, in addition to any deductible that Schouten Certification in that case is liable for (excluding VAT).

15.5 Any right of claim, including for damages or repairs, expires if the defect or damage is reported late and in all cases expires one year after delivery of the services, unless Parties have agreed in writing upon another term.

### 15. LIABILITY

15.1 Schouten Certification cannot be held liable for damages of any nature whatsoever caused by the Client accepting incorrect or incomplete information provided by or on behalf of the Client.

15.2 In all cases, any liability of Schouten Certification, however arising and of whatever nature, is limited to the order value (excluding VAT) as laid down in the Agreement to which the liability relates.

15.3 In all cases, the liability of Schouten Certification is limited to direct damages only. Schouten Certification will under no circumstances be liable for indirect damage of any nature whatsoever, including but not limited to consequential damage, loss of profit, lost savings and loss due to an interruption in business operations.

15.4 Schouten Certification shall by all means on no account be obliged to pay more compensation than the damage that is reimbursed to Schouten Certification by its insurance, in addition to any deductible that Schouten Certification in that case is liable for (excluding VAT).

15.5 Any right of claim, including for damages or repairs, expires if the defect or damage is reported late and in all cases expires one year after delivery of the services, unless Parties have agreed upon another term.

### 16. INDEMNIFICATION

The Client indemnifies Schouten Certification against all possible claims and/or liabilities arising from incorrect or incomplete information and documents made available by it to Schouten Certification. The Client also indemnifies Schouten Certification against any claims of third parties that suffer losses in connection with the performance of the Agreement and whose cause is not attributable to Schouten Certification. If proceedings are brought against Schouten Certification by third parties on that account, the Client is obliged to compensate Schouten Certification for all costs and losses incurred as a result.

### 17. FORCE MAJEURE

17.1 In the event of force majeure on the part of Schouten Certification, Schouten Certification will be entitled - to be decided at its own discretion - either to suspend the performance of the Contract for the duration of the force majeure situation or to dissolve it in full or in part, without legal intervention being required and without Schouten Certification being obliged to pay any compensation for damages.

17.2 Force majeure is defined as any circumstances beyond the control of Schouten Certification - even if already foreseeable at the time of the conclusion of the Agreement - that permanently or temporarily prevent or impede the performance of the Agreement, as well as, including in all cases, war, flooding, incorrect functioning of systems, IT failures, revocation of permits, lack of qualified personnel, unworkable days due to extreme weather conditions and other similar events and/or serious disruptions in the business of Schouten Certification or a third party engaged by it. The above applies irrespective of the circumstances causing the force majeure in the Netherlands or in another country.

### 18. FINAL PROVISIONS

18.1 In the event of the nullity or voidability of one or more provisions of these General Terms and Conditions, the remaining provisions remain fully in effect. The parties will replace the void or nullified part by stipulations that, in view of the content and purport of these General Terms and Conditions, correspond as closely as possible to those of the void or nullified provisions.

18.2 Provisions of the Agreement concluded between the parties, which are expressly or tacitly intended to remain in force after termination of the Agreement, shall remain in force thereafter and shall continue to bind both Parties, including in all cases Articles 12 to 15 and 18.

### 19. CHOICE OF FORUM/CHOICE OF LAW

19.1 All disputes arising from and in connection with the Agreement shall be brought before the competent court in the

Netherlands. The District Court of Zeeland-West-Brabant is competent to hear disputes that have arisen or will arise as a result of the Agreement, unless this is contrary to mandatory legal provisions.

19.2 The Agreement and everything related to it is governed by Dutch law.