



# GENERAL TERMS AND CONDITIONS OF ABOMA INSPECTIONS B.V.

---

## **Article 1. Definitions**

1.1 In these general terms and conditions, the following definitions apply:

Aboma Inspections:	The private company with limited liability Aboma Inspections B.V.;
client:	the natural person or legal entity that has engaged Aboma Inspections to perform activities or requests an offer for this purpose;
offer:	Aboma Inspections' offer to perform activities;
contract:	the contract for services concluded between Aboma Inspections and the client for the performance of activities;
activities:	the inspections carried out and other services provided by Aboma Inspections within the context of the contract.

## **Article 2. Applicability of the general terms and conditions**

- 2.1 These general terms and conditions apply to all offers made by Aboma Inspections and all contracts concluded by Aboma Inspections.
- 2.2 Deviations from these general terms and conditions or additions thereto apply only insofar as they have been agreed in writing.
- 2.3 The general terms and conditions applied by the client only have effect within the context of the contract insofar as they are not inconsistent with the Aboma Inspections general terms and conditions.

## **Article 3. Offers**

- 3.1 Aboma Inspections' offers are without obligation, unless indicated otherwise in the offer.

## **Article 4. Formation of the contract**

- 4.1 The contract is formed as a result of Aboma Inspections' confirmation of the assignment or because Aboma Inspections commences performance of the activities whether or not on the basis of an offer submitted in advance.
- 4.2 In the event the client grants an assignment in writing, the written confirmation of the assignment issued by Aboma Inspections will be deemed to represent the content of the contract correctly, unless the client notifies Aboma Inspections immediately of its objections to that representation.

## **Article 5. Prices**

- 5.1 The prices offered and agreed are exclusive of VAT.
- 5.2 Aboma Inspections has the right to adjust the agreed rates or the agreed fixed price once per year.
- 5.3 If and insofar as tools and/or auxiliary materials are required for the performance of the activities, which are not part of the standard equipment of Aboma Inspections' employees or the auxiliary persons engaged by Aboma Inspections, the costs related to making the relevant resources available will be for the client's account.
- 5.4 In case one or more cost factors increase after the contract is concluded, Aboma Inspections will have the right to charge this increase to the client.
- 5.5 Aboma Inspections has the right to charge 100% of the agreed costs in case of cancellation within 2 calendar days before the start of the activities.

## **Article 6. Fee**

- 6.1 In the event activities have to be carried out at the location of the client's business or at the project location outside the hours of 07:00 - 19:00 hours from Monday up to and including Friday, the following surcharges will apply:
- 25% Monday up to and including Friday 19:00 - 22:00 and 05:00 - 7:00 hours;
  - 50% Monday up to and including Friday 22:00 up to and including 05:00 hours;
  - 50% Friday 22:00 up to and including Saturday 22:00 hours;
  - 100% Saturday 22:00 up to and including Monday 05:00 hours;
  - 100% on national public holidays.
  - Travel time is deemed to constitute working time during the night (between 22.00 and 05.00 hours), during the weekend and on national public holidays.

## **Article 7. Provision of information on the part of the client**

- 7.1 The client is obliged to provide Aboma Inspections in time all information and documents required for the proper performance of the activities, such to be determined by Aboma Inspections, in the format and in the manner communicated by Aboma Inspections to the client.
- 7.2 Aboma Inspections has the right to suspend performance of the contract until the moment the client has complied with the obligation referred to in article 7.1.
- 7.3 The client is responsible for the correctness and completeness of the information and documents it has provided to Aboma Inspections.

7.4 The client indemnifies Aboma Inspections against claims from third parties that arise from incorrect or incomplete provision of information as referred to in this article.

#### **Article 8. Performance of the contract**

8.1 Aboma Inspections determines the manner in which the activities are carried out.

8.2 Aboma Inspections carries out the activities to the best of its abilities in accordance with the applicable rules of the state of the art and with due observance of the existing legislation and regulations.

8.3 Aboma Inspections does not guarantee the practical usefulness of any construction, selection of materials or construction method it has examined, inspected or tested within the context of the contract.

8.4 An agreed term within which the activities are to be carried out does not constitute a strict deadline, unless expressly determined otherwise in the contract. If the activities are not carried out within the agreed term, Aboma Inspections will not be in default until after the client has given it notice of default for the purpose of having the activities carried out as yet within a reasonable term and Aboma Inspections has not done so.

8.5 Aboma Inspections has the right to have the activities carried out by third parties.

8.6 In the event the client is aware of or should be aware of characteristics of a substance or item that is made available to Aboma Inspections within the context of the performance of the activities, or is the subject of the contract, and that could constitute a danger to the Aboma Inspections employees or auxiliary persons engaged by Aboma Inspections who are involved in the performance of the activities, the client will be obliged to notify Aboma Inspections of these characteristics and if possible indicate the danger on the substance or the item or its packaging.

8.7 The client is responsible for obtaining the permits that are demanded by the government or other authorities within the context of the performance of the activities.

8.8 Any cancellations or changes to the activities must be notified by the client to Aboma Inspections in writing, which includes electronically, four working days before the start, failing which the scheduled activities will be charged on to the client.

8.9 The client is obliged to cooperate in participation in audits conducted by external supervisory authorities. This does not involve additional costs for the client.

#### **Article 9. Failures**

9.1 The client is required to notify Aboma Inspections in writing, which includes electronically, of failures relating to the activities that have been carried out as soon as possible but in any event

within 14 days after such failures became apparent to it or should reasonably have become apparent to it.

9.2 The client's right to invoke a failure lapses in the absence of timely notification as referred to in the previous article.

9.3 In the event Aboma Inspections is unable to carry out the activities or is unable to carry them out in time or properly, due to a cause that is not attributable to it, including but not limited to stagnation in the regular course of events within the client's business, the obligation to carry out the activities will be suspended until the moment Aboma Inspections is able as yet to carry out the activities in the agreed manner, without the client being able to claim performance and/or compensation.

#### **Article 10. Aboma Inspections' liability**

10.1 In the event Aboma Inspections is liable towards the client with due observance of the provisions of the law, the contract or these general terms and conditions, such liability is limited to the invoice value of the activities that caused the damage, subject to a maximum of €50,000.

10.2 Aboma Inspections is not liable for direct and/or indirect consequential losses, including losses as a result of business interruptions and production losses.

10.3 Aboma Inspections is not liable for direct or indirect losses as a result of cybercrime.

10.4 The client indemnifies Aboma Inspections against possible claims from third parties that arise from the activities carried out by Aboma Inspections.

#### **Article 11. Time limit clause**

11.1 Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code and without prejudice to the provisions of these general terms and conditions, claims on the part of the client pursuant to the contract lapse if such claims are not brought before the competent court within one year after the facts on which the claim is based became known or could reasonably have been known to the client.

#### **Article 12. The client's liability**

12.1 The client arranges for a safe working environment for the Aboma Inspections employees and the auxiliary persons engaged by Aboma Inspections who are involved in the performance of the activities and is obliged to do and refrain from doing everything that may reasonably be expected of the client in order to prevent the Aboma Inspections employees and the auxiliary persons engaged by Aboma Inspections from sustaining damage while performing the activities.

12.2 The client is liable for damage or injuries caused to employees, to auxiliary persons engaged by Aboma Inspections or to the property of Aboma Inspections or third parties, in the event that

damage or those injuries were caused during the performance of the activities, and indemnifies Aboma Inspections against claims from third parties in that connection.

### **Article 13. Payment**

- 13.1 The activities performed, increased by the payments made to any third parties that were engaged, will be invoiced to the client, including any turnover tax due, per period or following completion of the activities.
- 13.2 Payment must be made within 30 days after the invoice date without reliance on setoff or suspension.
- 13.3 In the event the client has not paid within the term referred to in article 13.2, it will be in default by operation of law and Aboma Inspections will have the right, without requiring prior notice of default, to charge statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code as from the due date of the invoice.
- 13.4 All costs Aboma Inspections incurs in connection with the collection of the amounts owed by the client to Aboma Inspections will be for the client's account. The extrajudicial costs, including a reasonable compensation for the time to be spent by Aboma Inspections on the collection, is set at 15% of the principal that is payable, subject to a minimum of €500.00.
- 13.5 The client provides additional or other security for payment at Aboma Inspections' first request.
- 13.6 Prior to and during the performance of the activities, Aboma Inspections will have the right to suspend performance of the activities until the moment the client has paid an advance determined on the basis of reasonableness for the activities to be performed or has provided security in respect thereof.
- 13.7 Payment of the activities carried out by Aboma Inspections does not depend on the outcome thereof.
- 13.8 All reports, certificates/declarations and other documents drawn up by Aboma Inspections within the context of the contract remain the property of Aboma Inspections at all times in accordance with article 15. The use of the works concerned by the client is only permitted if the client has complied in full with its financial obligations to Aboma Inspections.

### **Article 14. Confidentiality**

- 14.1 Without prejudice to the provisions of paragraph 3 of this article, Aboma Inspections is obliged to observe confidentiality towards third parties not involved in the performance of the contract, with the exception of obligations to disclose information imposed on it in law and/or guidelines and with the exception of disclosure pursuant to an administrative order issued by a competent supervisory authority or pursuant to a court decision.

- 14.2 The confidentiality referred to in article 14.1 concerns the existence of the assignment and all information of a confidential nature that has been made available to Aboma Inspections by the client and the results obtained through processing thereof.
- 14.3 Aboma Inspections has the right to use the numerical information obtained within the context of the performance of the activities for the purpose of statistical or comparable purposes, provided this information cannot be traced back to the client.
- 14.4 Unless Aboma Inspections has approved such in writing in advance, the client will not be allowed to disclose the contents of reports or other statements made by Aboma Inspections in writing or otherwise, which were not drawn up for the purpose of providing third parties with the information laid down therein.

#### **Article 15. Intellectual property rights, use and licence**

- 15.1 Aboma Inspections owns and is exclusively entitled to its name, logo, working method, regulations, certificates, investigations, declarations and (audit) reports, etc.
- 15.2 The client is not allowed to use all or part of the intellectual property objects referred to in article 15.1 or to process, reproduce or use them for purposes other than those agreed between the parties, unless it has obtained Aboma Inspections' prior, written approval.
- 15.3 The client is only allowed to use the figurative marks belonging to Aboma Inspections in accordance with its [figurative marks procedure](#).
- 15.4 The intellectual property rights in respect of the application(s) made available by Aboma Inspections within the context of the contract continue to be vested exclusively in Aboma Inspections or the third party from which Aboma Inspections acquired the right of use. Insofar as necessary for the client's use, Aboma Inspections grants the client in writing a limited, non-exclusive, non-transferable right to use the application(s) in respect of which no sublicences can be granted, unless the parties agree otherwise in writing.
- 15.5 If Aboma Inspections is willing to commit to transfer of an intellectual property right, such a commitment and transfer can only be assumed in writing and expressly. In the event the parties agree in writing that an intellectual property right with respect to specific software, data files, equipment or other items developed for the client or otherwise, will pass to the client, a separate intellectual property right will arise, which means that Aboma Inspections' right or possibility to continue using and/or exploiting the components, general principles, ideas, designs, algorithms, documentation, documents, works, programming languages, protocols, standards and suchlike, which form the basis for that development, without any limitation for other purposes, either on its own behalf or for third parties, will not be affected. Nor will this creation of a separate intellectual property right prejudice Aboma Inspections' right to perform developments for itself or for a third party that are similar to or derived from those that are or have been performed for the client.

- 15.6 Even if the contract does not provide for an explicit right to do so, Aboma Inspections will have the right to implement technical provisions to protect the application(s) and/or data files and suchlike in connection with an agreed limitation to the content or the duration of the right to use these objects. The client is not allowed to remove or circumvent such technical provisions or have such technical provisions removed or circumvented.
- 15.7 The client acquires a licence to use the application(s) if it complies in full with its payment and other obligations under the contract with Aboma Inspections.
- 15.8 Without Aboma Inspections' written approval, the client is not allowed to use the application(s) or have them used more broadly or differently than was agreed. In case of broader or other use that was not agreed, Aboma Inspections will be entitled to a payment in connection with infringement of its rights amounting at least to three times the agreed fee or, at any rate, a payment that is proportionate to the infringement committed in accordance with the standards of reasonableness and fairness, without prejudice to Aboma Inspections' right to claim compensation of the damage actually sustained.
- 15.9 The client is not or no longer allowed to use the results that were made available, in which connection each licence provided to the client within the context of the assignment will lapse:
- a. from the moment the client fails to comply or fails to comply in full with its payment and other obligations under the contract or is otherwise in default, unless the client's failure is of minor importance in view of the overall assignment;
  - b. in the event the assignment is terminated prematurely for any reason whatsoever, unless the consequences thereof are in breach of the standards of reasonableness and fairness.

## **Article 16. Privacy, data processing and security**

- 16.1 In the event Aboma Inspections deems this important to the performance of the contract, the client will inform Aboma Inspections in writing without delay upon request of the manner in which the client complies with its statutory obligation in the area of the protection of personal data.
- 16.2 The client indemnifies Aboma Inspections against claims from persons whose personal data are being processed or have been processed within the context of a processing carried out by the client or for which the client is responsible pursuant to the law or otherwise, unless the client demonstrates that the facts on which the claim is based are exclusively attributable to Aboma Inspections.
- 16.3 The responsibility for the data that are processed using a service or product provided by Aboma Inspections lies exclusively with the client. The client guarantees towards Aboma Inspections that the content, use and/or processing of the data are not unlawful and do not infringe any third-party

rights. The client indemnifies Aboma Inspections against all legal claims from third parties on any basis whatsoever related to these data or the performance of the contract.

- 16.4 In the event Aboma Inspections is obliged to provide for information security on the basis of the contract, such security will comply with the security specifications that have been agreed in writing between the parties. Aboma Inspections does not guarantee that the information security is effective in all circumstances. In the event the contract does not include specifically-described security, the security will comply with the level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs related to the implementation of the security.
- 16.5 In the event computer, data or telecommunication facilities are used for the performance of the contract or for other reasons, Aboma Inspections will have the right to assign the client access or identification codes. Aboma Inspections has the right to change access or identification codes that have been assigned. The client will treat the access and identification codes in confidence and with due care and will only disclose them to authorised employees. Aboma Inspections is not liable for damage or costs resulting from the use or abuse made of access or identification codes, unless the abuse was made possible as a direct result of an attributable failure or omission on the part of Aboma Inspections.
- 16.6 Aboma Inspections reserves the right to use its reports in anonymised form to gain insight into relevant market information.

#### **Article 17. Changes to the standards**

- 17.1 The certification scheme may be changed by the scheme manager. If new or changed standards enter into effect, Aboma Inspections will notify the client thereof.
- 17.2 Following a transitional period arrangement to be indicated by Aboma Inspections, the client will comply with the new or changed standards in order to preserve the validity of the certificate and to be allowed to continue to use the Aboma Inspections certification figurative mark.

#### **Article 18. Maintenance of the certified product**

- 18.1 The client must ensure that the certified system, process, service or product continues to comply with the conditions, also in case of ongoing processes, services or production.

#### **Article 19. Termination of the contract**

- 19.1 In the event the client:
- a. fails to comply with the obligations arising for it from the contract;
  - b. submits an application for a (provisional) suspension of payment;



- c. is declared bankrupt;
- d. (in the case of a natural person) is admitted to the Statutory Debt Restructuring Scheme for Natural Persons;
- e. liquidates its business or transfers it in whole or in part to a third party;
- f. loses the right to dispose of all or part of his assets as a result of attachment,

Aboma Inspections will have the right to suspend the contract or dissolve the contract in whole or in part without prior notice of default.

**Article 20. Applicable law and disputes**

- 20.1 The relationship between the client and Aboma Inspections is governed exclusively by Dutch law.
- 20.2 Disputes are registered and handled by means of our own procedure. This process is set out in the [complaints, disputes and appeal cases procedure](#).
- 20.3 The Gelderland District Court, Arnhem location, has jurisdiction with respect to disputes that fall outside the procedure referred to in 20.2.