



GENERAL TERMS AND CONDITIONS OF ABOMA CERTIFICATION B.V.

Article 1. Definitions

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

Aboma Certification:	the private company with limited liability Aboma Certification B.V.;
client:	the natural person or legal entity that has engaged Aboma Certification to perform activities or requests an offer for this purpose;
offer:	Aboma Certification's offer to perform activities and/or digital and other products including licences and sublicences;
contract:	the contract for services concluded between Aboma Certification and the client for the performance of activities;
activities:	the inspections carried out and other services provided by Aboma Certification 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 Certification and all contracts concluded by Aboma Certification.
- 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 Certification general terms and conditions.
- 2.4 The services provided by Aboma Certification are available to all applicants whose activities are within the scope of the activities of Aboma Certification. Access to the services provided by Aboma Certification does not depend on the client's size, membership of a certain group, the number of certificates issued or inappropriate financial or other conditions.
- 2.5 The requirements, evaluation, assessment, decisions and checks on the part of Aboma Certification are limited to those matters specifically related to the scope of the certification.

Article 3. Offers

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

Article 4. Formation and duration of the contract

- 4.1 The contract is formed as a result of Aboma Certification's confirmation of the assignment or because Aboma Certification 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 Certification will be deemed to represent the content of the contract correctly, unless the client notifies Aboma Certification immediately of its objections to that representation.
- 4.3 The contract is concluded for a definite period, namely for a period of three (3) years.
- 4.4 After the term of the contract has ended, it will be extended by operation of law by a period of three (3) years, unless one of the parties terminates the contract in writing effective as from the end of the term of the contract and with due observance of a notice period of six (6) months.

Article 5. Prices

- 5.1 The prices offered and agreed are exclusive of VAT.
- 5.2 Aboma Certification 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 Certification's employees or the auxiliary persons engaged by Aboma Certification, 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 Certification will have the right to charge this increase to the client.
- 5.5 Aboma Certification has the right to charge 50% of the agreed costs in case of cancellation or amendment of the assignment within twenty-one (21) calendar days before the start of the activities.
- 5.6 Aboma Certification has the right to charge 100% of the agreed costs in case of cancellation or amendment of the assignment within fourteen (14) 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 to Aboma Certification in time all information and documents required for the proper performance of the activities, such to be determined by Aboma Certification, in the format and in the manner communicated by Aboma Certification to the client.
- 7.2 Aboma Certification 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 Certification.
- 7.4 The client indemnifies Aboma Certification 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 Certification determines the manner in which the activities are carried out.
- 8.2 Aboma Certification carries out the activities to the best of its abilities in accordance with the applicable rules of the state of the art and professional service provision and with due observance of the existing legislation and regulations.
- 8.3 Aboma Certification does not guarantee the practical usefulness of any systems, processes, products, services, constructions, 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 Certification 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 Certification has not done so.
- 8.5 Aboma Certification 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 Certification 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 Certification

employees or auxiliary persons engaged by Aboma Certification who are involved in the performance of the activities, the client will be obliged to notify Aboma Certification 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 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 Certification 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 Certification 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 Certification 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 Certification's liability

- 10.1 In the event Aboma Certification 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 €50,000.00.
- 10.2 Aboma Certification is not liable for indirect losses, including losses as a result of business interruptions and production losses.
- 10.3 Aboma Certification is not liable for direct or indirect losses as a result of cybercrime.
- 10.4 The client indemnifies Aboma Certification against possible claims from third parties that arise from the activities carried out by Aboma Certification.

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 Certification employees and the auxiliary persons engaged by Aboma Certification 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 Certification employees and the auxiliary persons engaged by Aboma Certification 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 Certification or to the property of Aboma Certification or third parties, in the event that damage or those injuries were caused during the performance of the activities, and indemnifies Aboma Certification 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 Certification 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 Certification incurs in connection with the collection of the amounts owed by the client to Aboma Certification will be for the client's account. The extrajudicial costs, including a reasonable compensation for the time to be spent by Aboma Certification 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 Certification's first request.
- 13.6 Prior to and during the performance of the activities, Aboma Certification 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 Certification does not depend on the outcome thereof.

13.8 All reports, certificates/declarations and other documents drawn up by Aboma Certification within the context of the contract remain the property of Aboma Certification 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 Certification.

Article 14. Confidentiality

14.1 Without prejudice to the provisions of paragraph 3 of this article, Aboma Certification 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, or 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 Certification by the client and the results obtained through processing thereof.

14.3 Aboma Certification 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 Certification 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 Certification 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 Certification 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 Certification's prior, written approval.

15.3 The client is only allowed to use the figurative marks belonging to Aboma Certification in accordance with its [figurative marks procedure](#).

15.4 The intellectual property rights in respect of the application(s) made available by Aboma Certification within the context of the contract continue to be vested exclusively in Aboma Certification or the third party from which Aboma Certification acquired the right of use. Insofar as necessary for the client's use, Aboma Certification 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 Certification 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 Certification's 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 Certification's 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 Certification 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 Certification.
- 15.8 Without Aboma Certification's 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 Certification 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 Certification's right to claim compensation of the damage actually sustained.
- 15.9 The client is not or no longer allowed to use the results and works that were made available, in which connection each licence provided to the client within the context of the assignment will lapse, with the exception of the provision of certification results to the subsequent certifying authority:
- 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 Certification deems this important to the performance of the contract, the client will inform Aboma Certification 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 Certification 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 Certification.
- 16.3 The responsibility for the data that are processed using a service provided by Aboma Certification lies exclusively with the client. The client guarantees towards Aboma Certification 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 Certification 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 Certification 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 Certification 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 Certification will have the right to assign the client access or identification codes. Aboma Certification 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 Certification 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 Certification.
- 16.6 Aboma Certification reserves the right to use anonymised data from its reports to gain insight into relevant market information.

Article 17. Certificate

- 17.1 Aboma Certification will issue a certificate to the client following successful completion of the initial assessment or a re-audit.
The invoice must have been paid prior to the issue of the certificate. The certificate is valid for a period of three years in principle. The validity of the certificate is subject to the surveillance audits to be performed regularly by Aboma Certification, which must be completed with a positive result.

17.2 In the event the client issues copies of the certificates to third parties, such copies must concern the complete certificates. The client may only provide current and valid certificates.

Article 18. Publications

18.1 Expressions and statements made by the client relating to the certified system, the certified service or product, are limited to those matters related specifically to the scope of certification.

18.2 The client is obliged, upon first demand by Aboma Certification, to undo and/or rectify misleading or incorrect acts, announcements or publications relating to the Aboma Certification certification figurative mark to the satisfaction of Aboma Certification.

18.3 Client certificates that have been suspended or withdrawn are published on the [website](#).

Article 19. Changes to the standards

19.1 The certification scheme may be changed by the scheme manager. If new or changed standards enter into effect, Aboma Certification will notify the client thereof.

19.2 Following a transitional period arrangement to be indicated by Aboma Certification, 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 Certification certification figurative mark.

Article 20. Maintenance of the certified product

20.1 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 21. Termination of the contract

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

- 21.2 In the event one of the parties breaches one or more of its obligations under this contract to a serious degree, the other party will have the right on the basis of this mere fact to terminate the contract in writing with immediate effect.
- 21.3 The contract may be terminated by a party in case the other party is declared bankrupt. This bankruptcy can concern the entire business or a part of the business.
- 21.4 The contract will be terminated by Aboma Certification in case the client ceases its business activities that are relevant in the opinion of Aboma Certification.
- 21.5 Termination does not alter the obligations towards Aboma Certification that have already arisen for the client, nor does it alter the commitments Aboma Certification assumed towards third parties.
- 21.6 Termination must be notified to the other party in writing indicating the reasons and stating the date of termination of the contract.
- 21.7 The client may lodge a written appeal against a decision to terminate the contract on the part of Aboma Certification to the board of Aboma Certification within 40 days after receiving the decision, whereafter the procedure referred to in article 17 commences.
- 21.8 In the event the model contract changes, Aboma Certification will have the right to terminate this contract while simultaneously offering a new contract that is identical to the text of the new model and that may include a transitional arrangement if necessary.
- 21.9 In the event this contract is terminated on the basis of the provisions above (paragraphs 1 up to and including 8), the Aboma Certification certificate that has been issued will be declared void with immediate effect and the client will be obliged to stop using it. The client will return the original certificates to Aboma Certification.
The client will no longer have the right to use the Aboma Certification system certification figurative mark after termination.

Article 22. Complaints relating to a certified system, process, service or product

- 22.1 The client is obliged to maintain a register of all complaints made to and about it with respect to compliance with certification requirements and it will make this overview available to Aboma Certification if it so requests. The client will take appropriate measures with respect to such complaints and any defects in systems, processes, services or products that impact on compliance with certification requirements. The client documents all actions taken pursuant to complaints expressed with respect to it.

- 22.2 In the event Aboma Certification receives written complaints from third parties concerning a system, process, service or product certified by Aboma Certification, Aboma Certification will be obliged to investigate the cause of the complaint.
The client is obliged to render all cooperation insofar as Aboma Certification deems this necessary. The complaints are registered by Aboma Certification and reported to its 'own' College of Experts and, in case of SCC ('VCA') the VCA Central College of Experts and in case of the 'CKB' (certification scheme for cable infrastructure and pipe-laying companies) the CKB Central College of Experts.
- 22.3 In the event Aboma Certification concludes after investigation that the complaint is well-founded, the client will be obliged to implement the necessary corrective measures.
The certificate will be suspended and ultimately withdrawn if the client does not resolve the complaint.

Article 23. Disputes

- 23.1 The relationship between the client and Aboma Certification is governed exclusively by Dutch law.
- 23.2 Disputes are registered and handled by means of our own procedure. This process is set out in the [complaints, disputes and appeal cases procedure](#).
- 23.3 The Gelderland District Court, Arnhem location, has jurisdiction with respect to disputes that fall outside the procedure referred to in 23.2.