

GENERAL TERMS AND CONDITIONS

Definitions:

A: "DEKRA INDUSTRIAL SAFETY B.V.": the private company with limited liability DEKRA Industrial Safety B.V., established in Rotterdam, as well as those companies with which DEKRA Industrial Safety B.V. is connected in a group as referred to in Section 2: 24b of the Dutch Civil Code;

B: "Other Party": every entity that performs business transactions and with which DEKRA Industrial Safety B.V. has maintained or currently maintains contact.

C: Employee: an employee of DEKRA Industrial Safety B.V. or a person who performs work for a third party on behalf of or for the benefit of DEKRA Industrial Safety B.V.

Article 1:

1: Unless otherwise agreed in writing, all offers of DEKRA Industrial Safety B.V., all orders accepted by DEKRA Industrial Safety B.V., all work performed by DEKRA Industrial Safety B.V. and all agreements to which DEKRA Industrial Safety B.V. is a party, either directly or indirectly, are exclusively governed by these General Terms and Conditions.

2: If a provision of these General Terms and Conditions is null and void or is nullified, the remaining provisions will nevertheless remain in full force and the parties will consult to reach agreement on a new provision to replace this null and void or nullified provision, whereby the purpose and purport of the provision to be replaced is maintained as much as possible.

Article 2:

1: The offers of DEKRA Industrial Safety B.V. are always submitted in writing and are without obligation. The offers are based on the information provided by the Other Party at the time of the offer. Unless stated otherwise in the offer, the offers are valid for two weeks.

2: If an offer of DEKRA Industrial Safety B.V. is accepted, DEKRA Industrial Safety B.V. is entitled to cancel its offer, either fully or partially, within two days of receipt of this acceptance.

3: Every offer made to DEKRA Industrial Safety B.V. is final and conclusive for a period of four weeks commencing on the first day after it has been received by DEKRA Industrial Safety B.V. .

Article 3:

DEKRA Industrial Safety B.V. shall not be liable for failure to fulfill any of its obligations in case the failure is caused by circumstances beyond DEKRA Industrial Safety's control (force majeure). During force majeure DEKRA Industrial Safety B.V.'s obligation to fulfill its obligations shall be suspended. In the event that the performance of DEKRA Industrial Safety B.V.'s contractual obligations is made impossible by force majeure for a period longer than thirty days, each party shall be entitled to dissolve the agreement without judicial intervention and without any obligation whatsoever to compensate the damages of the Other Party. In any case, force majeure shall be understood to mean measures imposed by the government.

Article 4:

1: Payments to DEKRA Industrial Safety B.V. must be made within 30 days of the invoice date.

2: DEKRA Industrial Safety B.V. is at all times entitled to demand full or partial payment in advance and/or to require security for the payment in some other way.

3: Remarks and/or objections regarding invoices and/or

services provided must be submitted in writing to DEKRA Industrial Safety B.V. within two months of receipt of the invoice and/or services provided, failing which the right of the Other Party to rely on a fault or defect in the item delivered or to dispute the chargeability of the invoice will expire.

4: The Other Party waives any right to suspend performance, any entitlement to a reduction and/or any right to set-off amounts owed to each other. Claims of the Other Party against DEKRA Industrial Safety B.V. do not suspend its payment obligation.

5: If the Other Party does not pay any amount due by it in accordance with the foregoing, it will be in default without a notice of default being required. At such time as the Other Party is in default of any payment, all other claims of DEKRA Industrial Safety B.V. against the Other Party will be due and payable and the default will also immediately apply to these claims without a notice of default being required.

6: From the time of the occurrence of the default, the Other Party will owe interest on the due and payable amount at the statutory commercial interest rate.

7: In the event of default by the Other Party, the Other Party will owe all judicial and extrajudicial costs that DEKRA Industrial Safety B.V. is required to incur in order to obtain the amount from DEKRA Industrial Safety B.V. that is due and payable to it, which costs are set at 15% of the outstanding debt with a minimum of € 250.00.

8: Without prejudice to the foregoing, in the event of winding-up, bankruptcy or suspension of payments, breach of contract or attachment levied by/on the Other Party, the commitments of the Other Party are immediately due and payable.

Article 5:

1: The Employees of DEKRA Industrial Safety B.V. work independently and will consult their supervisor at DEKRA Industrial Safety B.V. with regard to the performance of their assignment, insofar as necessary. The Other Party must allow the employee to independently perform his/her services. The Other Party is not permitted to exert any control over or provide any advice to the Employee, or to otherwise issue instructions regarding the manner in which he/she should perform his/her work. This only differs if instructions are required for the performance of the assignment, for the purposes of cooperation and/or for reasons of company safety, all this within the limits of Article 7:402 of the Dutch Civil Code (*Burgerlijk Wetboek*).

2: DEKRA Industrial Safety B.V. is not liable for damage resulting from or related to the delivery and use of the delivered goods and/or services, for whatever reason, including but not limited to material and immaterial damages, lost profits, costs incurred, consequential damage, etc. The foregoing does not apply in the case of intent or deliberate recklessness by DEKRA Industrial Safety B.V. .

3: Notwithstanding the provisions of paragraph 2 of this Article, insofar as DEKRA Industrial Safety B.V. still has any liability this liability is limited to the amount that DEKRA Industrial Safety B.V. received as compensation from Other Party in the context of the work performed.

4: Remarks about and/or objections to damage suffered must be submitted in writing to DEKRA Industrial Safety B.V. within two months after the damage could reasonably have been discovered, failing which any right of the Other Party to rely on a claim for compensation will expire.

5: The Other Party indemnifies DEKRA Industrial Safety B.V. against all (legal) claims and demands of third parties that are directly or indirectly related to the delivery and use of the delivered goods and/or services.

Article 6:

In the case of (impending) bankruptcy of Other Party suspension of payment by the Other Party, whether or not provisional attributable breach on the part of Other Party the levying of attachment by a third party on the Other Party DEKRA Industrial Safety B.V. is entitled to terminate an agreement with Other Party with immediate effect by means of a written notification and all claims of DEKRA Industrial Safety B.V. against the Other Party at that time and which will arise thereafter will be immediately due and payable.

Article 7:

The Other Party is not permitted to employ an Employee or former Employer of DEKRA Industrial Safety B.V. or otherwise use his/her work for a period of one year after the end of his/her work for or on behalf of DEKRA Industrial Safety B.V. for the benefit of the Other Party, either directly or indirectly, either as a salaried employee or as a self-employed person, either for payment or without financial consideration. In the event of an infringement of the provisions of the previous sentence, the Other Party will owe an immediately payable fixed compensation of € 100,000.00 (in words: one hundred thousand euros) in favour of DEKRA Industrial Safety B.V. , without prejudice to the obligation of the Other Party to also actually compensate DEKRA Industrial Safety B.V. for the damage it has suffered.

Article 8:

The time limits to which DEKRA Industrial Safety B.V. is subject towards the Other Party are not "strict deadlines", that is to say the mere expiry of such a time limit does not mean that DEKRA Industrial Safety B.V. is automatically in default. This requires a separate written notice of default.

Article 9:

If, after the formation of the agreement, circumstances arise which lead to an increase in the factors determining price upon which DEKRA Industrial Safety B.V. has based the price agreed with Other Party or the rate agreed with Other Party, DEKRA Industrial Safety B.V. is entitled to increase this price or this rate accordingly.

Article 10:

If the services to be provided or that have been provided by DEKRA Industrial Safety B.V. consist of the provision of education and/or training to persons and/or groups of persons designated by the Other Party, the following applies in addition to all other conditions mentioned above:

- 1: If one or more of these persons are unable to participate in the relevant education and/or training/course or part thereof due to illness or for another reason, then the Other Party is nevertheless obliged to pay the agreed fee to DEKRA Industrial Safety B.V. in full.
- 2: Cancellation is possible provided this takes place in writing. No costs will be charged for cancellations up to two weeks before the start of the training/education/course. In the event of cancellation within two weeks of the start of the training/education/course, 50% of the agreed fee will be due.
- 3: DEKRA Industrial Safety B.V. is entitled to cancel the education and/or training/course if there is insufficient interest and to change the program if the circumstances so require.

Article 11:

If an Employee of DEKRA Industrial Safety B.V. works for the Other Party, DEKRA Industrial Safety B.V. will not be in breach towards the Other Party of the performance of the agreement that applies between them, if this Employee is replaced by DEKRA Industrial Safety B.V. with another Employee of DEKRA Industrial Safety B.V. , irrespective of the reason thereto. The replacement Employee is always required to have the skills and diplomas relevant to the performance of the assignment.

Article 12:

Dutch law applies exclusively to all legal relationships and disputes to which DEKRA Industrial Safety B.V. is a party. All disputes in which DEKRA Industrial Safety B.V. is a party will exclusively be submitted to the competent court in Rotterdam.