

GENERAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF ORDERS

Article 1 **General**

- 1.1 These General Terms and Conditions apply to all quotations from DEKRA Certification and to all orders accepted by DEKRA Certification, unless otherwise agreed in writing.
- 1.2 DEKRA Certification, as referred to in these General Terms and Conditions, includes DEKRA Certification B.V. and those companies of which DEKRA Certification B.V. directly or indirectly holds fifty percent or more of the shares with voting rights.

Article 2 **Quotations**

- 2.1 If a quotation made by DEKRA Certification does not specify a term of validity, the term of validity will be sixty days.
- 2.2 Quotations from DEKRA Certification are based on the information provided by the client.
- 2.3 The recipient of the quotation may only use the knowledge and experience of DEKRA Certification contained therein to form an opinion regarding the quotation and may not make the same available to third parties.

Article 3 **Performance of the Order**

- 3.1 The client will fully cooperate in the performance of the order and will make available to DEKRA Certification all information, materials and facilities that DEKRA Certification deems necessary for such performance. The client guarantees that the information made available is accurate and complete.
- 3.2 The client will be responsible for the safety of DEKRA Certification personnel present at the client's premises or at another location for the performance of the order.
- 3.3 DEKRA Certification will exercise reasonable diligence in the performance of the order and perform the services to the best of its ability and knowledge within the period agreed upon. In case of imminent failure to meet the agreed period of delivery, DEKRA Certification will inform the client hereof as soon as possible. Unless explicitly otherwise agreed in writing, DEKRA Certification will not be in default due to its possible failure to meet the agreed period only.
- 3.4 The duration of the performance of the order may be influenced by the degree of the client's cooperation.
- 3.5 If, pursuant to Article 3.1, materials or goods are made available to DEKRA Certification, DEKRA Certification will be free to dispose thereof upon completion of the order unless otherwise agreed in writing. Any costs related thereto will be charged to the client.
- 3.6 In case of an order to test, assess or inspect samples, the client is responsible for the selection and representativeness of such samples.
- 3.7 When necessary, in DEKRA Certification's opinion, for the proper and timely performance of the order, DEKRA Certification is entitled to call in one or more third parties for such performance. Notwithstanding the provisions of Article 6, DEKRA Certification is fully responsible for the work assigned to such third parties.
- 3.8 As soon as DEKRA Certification suspects that additional work may be necessary, it will inform the client thereof in writing. DEKRA Certification shall also indicate the consequences for the agreed fees and time schedule. DEKRA Certification will perform any additional work only upon written agreement thereto. The provision of this Article 3.8 also applies to proposed changes of the working method or project approach.
- 3.9 Neither party is entitled to employ or hire employees of the other party involved in the work performance, or to have such employees perform work by his order in any manner whatsoever (directly or indirectly), during the term of the agreement and/or within one year after its termination. In case one party fails to observe this provision, that party shall forfeit a penalty to the other party of EUR 25,000 (twenty-five thousand euros) for each incident at a maximum, notwithstanding the right of the latter to claim actual damages incurred.

Article 4 **Rates and Payments**

- 4.1 The agreed rates or fees will be increased by turnover tax (VAT) and all other taxes and levies related to the relevant order for which DEKRA Certification is responsible. Taxes and levies due outside the Netherlands will be for the client's account.
- 4.2 DEKRA Certification is entitled to adjust the rates once a year.
- 4.3 Services performed on the basis of a subsequent calculation will be charged monthly at the rates applicable at that time. If a total amount has been agreed upon, that amount will be invoiced in monthly installments as an advance. In addition, the actual costs incurred that are not included in the rates will be charged monthly.
- 4.4 Unless otherwise agreed in writing, payments must be made, without any deduction or set-off, within thirty days of the invoice date. Any complaints against an invoice must be submitted in writing within thirty days, but do not exempt the client from his obligation to pay.
- 4.5 If payment is not made within the stipulated time, the client will owe interest on the amount due from the due date until payment is made. The interest will be equal to the EURO basic interest increased by two percent.
- 4.6 In the event of untimely payment, all of the client's payment obligations will become immediately due and payable, irrespective of whether DEKRA Certification has already invoiced in that regard, and extrajudicial collection costs will be charged to the client in accordance with the collection rates of the Dutch Bar Association (Nederlandse Orde van Advocaten).
- 4.7 DEKRA Certification is at all times authorised to request that the client furnishes conclusive security for compliance with its obligations vis-à-vis DEKRA Certification. DEKRA Certification reserves the right to send interim invoices and is at all times authorised to request advance payments.

Article 5 **Protection of Information and Confidentiality**

- 5.1 Both parties will keep confidential all information that they receive from the other party within the framework of the performance of the order or in any other manner, of which the confidentiality has been established or should reasonably be recognised by the other party. The parties shall use such information only for the purpose for which the information was made available. Models, methods, techniques and instruments used by DEKRA Certification (including software), and specifications furnished by DEKRA Certification and included in its performance, may be revealed by the client to third parties only with DEKRA Certification's explicit, written permission, except as provided in Articles 5.2 and 5.3. This obligation will remain fully enforceable despite termination or dissolution of the agreement.
- 5.2 The client shall inform third parties regarding DEKRA Certification's approach and operating procedures and shall make DEKRA Certification's reports available to such third parties only after receiving DEKRA Certification's written permission, notwithstanding the client's right to provide third parties that have been called in for the purpose of its business operations with information necessary for that purpose. The client shall subject the latter third parties to a duty of confidentiality and restricted use in that regard.
- 5.3 The provisions of this Article do not apply to information that
 - a is public or becomes public without any unlawful act on the part of the recipient, or
 - b is legally made available to the recipient without any duty of confidentiality, or
 - c was demonstrably already in the recipient's possession before receipt thereof, or
 - d has been labelled non-confidential by the other party in a written document, or
 - e the receiving party publishes or makes known to the relevant authorities on the basis of a statutory obligation.
- 5.4 The intellectual ownership of the information delivered shall rest with DEKRA Certification. The client is entitled to use the information and to copy the relevant documents exclusively for use in its own organisation and insofar as appropriate in the course of its own business operations.
- 5.5 If a report from DEKRA Certification for the purposes of an evaluation, test, inspection or examination is, by its nature, intended to be made available to third parties, that may only be done by publishing the entire report verbatim and in the language in which it was written. The client may in no event give third parties the impression that there is any form of certification or approval by DEKRA Certification without DEKRA Certification's explicit written permission.
- 5.6 Without DEKRA Certification's explicit written permission, the client may not use (or allow the use of) DEKRA Certification's name or a report from DEKRA Certification, in whole or in part, in order to institute claims or to conduct legal proceedings, and/or for advertising purposes.

Article 6 Liability

- 6.1 DEKRA Certification is required to compensate the client for damages only when such damages arise from DEKRA Certification's attributable failure to fulfil any obligation with respect to the client, or from a wrongful act.
- 6.2 DEKRA Certification's liability for any damages as referred to in Article 6.1 is limited to an amount of EUR 125,000 (one hundred and twenty-five thousand euros). If the client owes more than EUR 125,000 (one hundred and twenty-five thousand euros) for the agreed performance, DEKRA Certification's liability will be limited to the amount that the client would owe for the relevant order, with a maximum of EUR 500,000 (five hundred thousand euros).
- 6.3 Under no circumstances will DEKRA Certification be liable for any form of consequential damage, including damage as a result of a delay in the performance of the agreement, loss of the client's information, loss of profit, loss of turnover and damage to the client's reputation or goodwill.
- 6.4 Any obligation to pay damages will lapse if the client fails to inform DEKRA Certification in writing within seven days after the damage is discovered or within seven days after the damage should reasonably have been discovered. Any liability for damages will in any event lapse if the client does not institute legal proceedings within one year of the performance that caused the damage.
- 6.5 The client shall indemnify DEKRA Certification for all costs and against any claim by third parties – including DEKRA Certification's employees – for compensation of damage arising from or in connection with DEKRA Certification's performance on behalf of the client. The client is obliged to indemnify DEKRA Certification only if and to the extent that DEKRA Certification could invoke an exclusion or limitation of liability pursuant to the agreement with the client.
- 6.6 The limitations to DEKRA Certification's liability contained in these General Terms and Conditions do not apply in the event of damage caused by an intentional act, omission or gross negligence on the part of DEKRA Certification or its management.
- 6.7 The limitations to DEKRA Certification's liability to pay damages and the client's obligation to indemnify under these General Terms and Conditions also apply to DEKRA Certification's employees and third parties engaged by DEKRA Certification in the performance of the order.
- 6.8 DEKRA Certification is not liable for a failure to fulfil any of its obligations if such failure was caused by circumstances beyond DEKRA Certification's control (force majeure). In such a case, DEKRA Certification will inform the client thereof in writing as soon as possible. During a case of force majeure, DEKRA Certification's obligations will be suspended. If the period in which DEKRA Certification cannot fulfil its obligations due to force majeure is longer than thirty days, either party shall be entitled to dissolve the agreement by registered mail without incurring any liability towards the other party.

Article 7 Termination of the Agreement

- 7.1 In the event of improper performance on the part of the client, or if the client is declared bankrupt, if it is granted a suspension of payment or if a petition to that effect is filed with a court, if its business is transferred, shut down or liquidated, or if the client is placed under administration or compulsory guardianship, DEKRA Certification may dissolve the order in whole or in part by registered letter without notice of default and without being liable for damages, irrespective of DEKRA Certification's other rights. In that case the agreed price will be due immediately.
- 7.2 Upon any premature termination or delay of the order, while the same is not attributable to negligence on the part of DEKRA Certification, the client will be liable for all costs and damages resulting therefrom.

Article 8 Disputes and Applicable Law

- 8.1 All disputes between parties, including any disputes that are viewed as such by one party only, will be submitted for settlement to the competent court in Arnhem, the Netherlands.
- 8.2 Dutch law applies to the agreement of which these General Terms and Conditions are an integral part.

