

### Article 1 Definitions

The following definitions are maintained in these general conditions:

- **DCI:** DCI Classification agency, inspection institute, certification institute, taxation and expert assessment agency, situated and with offices at Nipkowweg 9, 8501 XH in Joure, the Netherlands, registered with the Chamber of Commerce in Leeuwarden under number 01045701.
- **Principal:** the natural person or legal person, who gives DCI the task to (have) activities carried out, to delivery service and/or products.

### Article 2 General

**2.1** Unless explicitly agreed otherwise in writing, these general conditions are applicable

to the realisation, the content and fulfilment of all agreement concluded between the principal and DCI.

**2.2** The general conditions of the principal are only applicable, in the event this is agreed in writing between the principal and DCI and insofar as these general conditions do not contravene the current general conditions. In the event of any doubt concerning whether such contravention is present, the general conditions of DCI shall prevail.

**2.3** The principal who has concluded an agreement with DCI once in accordance with these general conditions, is considered with any later verbal or written or other agreements entered into by him, tacitly to agree to the application of these general conditions, regardless of whether the agreement is accepted or confirmed in writing.

### Article 3 Realisation of an agreement

**3.1** Agreements respectively with DCI are only binding if these are acknowledged by DCI and confirmed in writing by the persons competent to do so, or at the moment DCI has made a de facto start of the activities concerned.

**3.2** Agreements made later, amendments, verbal agreements and/or undertakings by or on behalf of DCI are not binding to DCI unless these are confirmed in writing by a competent person.

**3.3** When a written agreement or confirmation of order is provided by DCI, this is considered to represent everything agreed with the principal accurately and in full.

**3.4** DCI is entitled at or after entering into an agreement, and prior to (continuing) carrying out the services or activities, to demand surety from the principal that both the payment and other obligations arising from the agreement shall be fulfilled.

### Article 4 Execution of the activities

**4.1** All activities and services are carried out by DCI to its best ability and knowledge in accordance with the requirements of the

trade and in accordance with the European and national legislation applicable to the activities and services and, if applicable, the norms, without DCI guaranteeing a (technical) end result or the day, execution, new or sales value.

**4.2** The principal cannot derive any guarantee from the content or result of the assessment and/or report provided by DCI.

**4.3** The evaluations and/or reports provided by DCI and the information, means, methods implemented in it, etc. may only be used by the principal for the benefit of the specific aim for which the assessment and/or report of DCI was carried out.

**4.4** Except in the event the principal is authorised in writing by DCI, the principal is not permitted to make reports made by DCI and the information, means, etc. made available in them known to third parties and/or to make copies.

### Article 5 Rates and fees

**5.1** The rates and fees implemented by DCI are notified to the principal on request.

**5.2** If no price estimate is given in advance, nor a fixed price is agreed with the principal, DCI shall charge the rates commonly in force at DCI.

**5.3** The rates and fees are based on the costs to be incurred by DCI, whether or not dependent on the nature of the agreement, or expressed as a percentage of the taxable value, an hourly remuneration, a remuneration based on a part of a day or any other norm for remuneration to be increased by a profit margin.

**5.4** Costs for experts called on by DCI are charged to the principal.

**5.5** Interim legally authorised changes to rates are explicitly reserved, but shall be made known to the principal in advance.

### Article 6 Changes to nature and scope of activities and/or services as a result of external circumstances

After the conclusion of an agreement changes may be made in the legal arrangements concerned. Circumstances may also change on the principal's side in relation to those present on conclusion of the agreement. If these changes could not reasonably have been anticipated by DCI and result in more or other activities for DCI, DCI shall charge the corresponding costs to the principal

### Article 7 Holding

**7.1** Goods and/or items held by DCI and placed in its possession by or on behalf of the principal and/or a third party, are held by DCI at the expense and risk of the said principal and/or third party.

**7.2** DCI is only obliged to manage goods and/or items according to proper business practice, as though they were their own goods and/or items.

### Article 8 Obligations of the principal

**8.1** The principal is obliged to provide all information required to carry out the agreement correctly in good time at his own expense.

**8.2** The principal is obliged during the execution of the agreement to do everything that may reasonably be necessary or desirable to make it possible for DCI to carry out the activities and/or services on time.

**8.3** DCI is entitled to hold the goods and/or items of the principal as surety as long as the principal has not fulfilled all his obligations with regard to DCI.

**8.4** If the principal is in default by not providing DCI with the necessary information in time, DCI is entitled to charge the additional costs incurred as a result in addition to the fact that DCI may also declare the costs incurred up to that point and/or instalments falling due immediately from the principal.

### Article 9 Liability

**9.1** Except in the event of deliberate and grave fault, DCI is not liable for damage caused to the principal as a result of activities and/or services carried out by DCI.

**9.2** Except in the event of deliberate and grave fault, DCI is not liable for damage caused by the action or negligence by the parties carrying out activities for DCI in the framework of an agreement

**9.3** The liability of DCI for costs and damage in any way related to or caused by a failing attributable to DCI in the fulfilment of the agreement, is always limited to that covered by the civil liability insurer of DCI and which it pays out in that case reduced by the amount of the personal risk of DCI with this civil liability insurer.

**9.4** DCI is not liable for the indirect costs, indirect damage and/or consequential damage, related in any way or caused by a fault or inadequacy in the performance given.

**9.5** Both the principal and DCI indemnify each other reciprocally from all claims from third parties for compensation of damage or any other claims, which either directly or indirectly, immediately or circumstantially relate to the execution of the agreement.

**9.6** DCI does not accept any liability in relation to the principal's responsibility to comply with the law. The final liability to bring products onto the market in compliance with the law is solely, in accordance with the legislation concerned, the responsibility of the principal or the producer of the product concerned.

### Article 10 Confidentiality

**10.1** DCI shall attempt to maintain that care which may be reasonably expected of it in relation to the use of the information made available to it or that has come to its knowledge.

**10.2** DCI undertakes to maintain the confidentiality of all information of and/or concerning the principal, of a confidential nature, in relation to third parties.

**10.3** The following are not included with the scope of the confidentiality clause:

- All information that can and/or may be requested and/or required by the competent authorities.
- All information, that is in the public domain and/or not restricted in a separate agreement.

#### **Article 11 Payment and invoicing**

**11.1** Unless agreed otherwise in writing between DCI and the principal, the principal must pay the invoice within a period of 14 days after the date of the invoice onto the bank account number indicated by DCI without any deduction or debt comparison.

**11.2** The value date stated on the bank statements of DCI is conclusive and is consequently recorded as the date of payment by the principal.

**11.3** All payments by the principal are firstly used to settle interests owed by him, as well as collection and/or administration costs incurred by DCI and are subsequently deducted from the oldest outstanding debt.

**11.4** If the principal fails to pay the invoice within the aforementioned period of 14 days from the date of the invoice, the principal is lawfully in default and DCI is entitled to charge the principal interest at 1 percent per month on the outstanding amount of the invoice.

**11.5** In the event of late payment as stated in this article, the principal is obliged in addition to the amount of the invoice and the interests incurred thereon also to pay compensation of both the extra-judicial and judicial costs, including the costs incurred for lawyers, bailiffs and debt collection agencies involved by DCI. The extra-judicial costs are set at 15 percent of the amount of the invoice due including the interests due and to be increased by the VAT, with a minimum of f 150,-.

**11.6** In the event that the principal:

- In declared bankrupt, proceeds to the waiver of property, submits a request for a suspension of payment, or in the event that a seizure is placed on all or a part of his property;
- Is declared under administration or in receivership;
- Is subject to a debt restructuring;
- Passes away;
- Fails to fulfil any obligation arising from the law or from the current general conditions;
- Fails to settle an amount of an invoice or a part thereof within the period set for this;
- Proceeds to a cessation of trade;
- Proceeds to transfer the company or a significant part thereof, including the introduction of his company into a company to be set-up or already existing, or proceeds to change the company objective,

DCI has the right as a result of the simple occurrence of one of the aforementioned circumstances: either to consider the agreement as dissolved without any legal intervention being required, or to claim any amounts owed by the principal on the basis of activities carried out by DCI immediately payable in its entirety without any notice or formal reminder being required, all this without prejudice to DCI's right to claim compensation for all costs, damages and interests.

#### **Article 12 Early termination**

**12.1** Any default by the principal gives DCI the right to terminate the agreement concluded early.

**12.2** In the event of early unilateral termination of the agreement by DCI, DCI must notify the principal thereof by registered letter taking account of a period of notice of at least 30 days.

**12.3** On termination of the agreement DCI shall charge the principal for the time and costs incurred by DCI up to that point, in accordance with the declaration.

**12.4** In the event that a fixed amount was agreed between the principal and DCI, the principal shall owe that part of the amount in proportion to the activities and/or services already carried out, with a minimum of 20 percent of the amount agreed.

**12.5** Everything stipulated in this article does not detract from the fact that DCI may claim other amounts arising from these general conditions and/or the agreement concluded between the principal and DCI.

#### **Article 13 Default**

If the principal continues to be in default of fulfilling the obligations arising from the agreement for 14 days after formal notification in writing, DCI is entitled to charge the principal for the additional costs incurred as a result, or to claim compensation for the damage suffered as a result.

#### **Article 14 Force Majeure**

Failure to fulfil the agreement by DCI cannot be held attributable to it in the event that these failings are not reasonably due to the fault of DCI and are not liable to DCI either by law or by the agreement or customary opinion.

#### **Article 15 Indemnification**

**15.1** The principal shall indemnify DCI in relation to claims from third parties arising from the method of execution of the order by DCI and/or related to it.

**15.2** The principal shall compensate DCI in relation to any damage suffered and/or to be suffered by DCI arising from such use by the principal of any document created by DCI that damages or threatens to damage the good name and reputation of DCI.

#### **Article 16 Protest**

**16.1** Remarks and/or comments by the principal in relation to the invoice sent to him by DCI must be submitted to DCI in writing by the principal within 14 days of the date of the invoice.

**16.2** The principal is considered to agree with the invoice in the event that the protest is not submitted within the period stated in article 16 section 1.

#### **Article 17 Disputes**

**17.1** All disputes, including those that only one of the parties consider a dispute, shall be exclusively considered by the competent judge of the court district in Leeuwarden.

**17.2** In the event that the dispute falls within the competence of the cantonal judge (Magistrate), it shall be considered by the cantonal judge of the Magistrates' Court in Heerenveen.

**17.3** Disputes also include disputes arising from or related to the agreement to which the current general conditions are applicable or the general conditions themselves and the interpretation and/or execution thereof, both if these disputes are of a factual or juridical nature.

**17.4** The fact that any clause of the current general conditions should be pronounced invalid, does not detract from the validity of the other clauses of these general conditions.

#### **Article 18 Applicable law**

Dutch law is exclusively applicable to all agreements concluded by or on behalf of DCI.

#### **Article 19 Modifications**

DCI reserves the right to modify the current general conditions (in the interim) in their entirety, in specific parts, for the delivery of certain goods, activities and/or services or principals.

#### **Article 20 Effective date**

**20.1** The general conditions become effective on 31 March 2001 and are deposited with the Chamber of Commerce in Leeuwarden under number 01045701.

**20.2** After the effective date of the current general conditions, all previous general conditions shall lapse.

So drawn up and deposited with the Chamber of Commerce in Leeuwarden under number 01045701 on 31 March 2001.