

General Terms and Conditions

Clause 1 Scope of Application

- 1.1 These General Terms and Conditions apply to all our offers, quotations, orders placed with us and agreements concluded with us. Additions or deviations from these General Terms and Conditions are only valid if they are explicitly agreed in writing.
- 1.2 Client' for the purposes of these General Terms and Conditions shall mean: any natural person or legal entity on whose instructions and on whose account services are provided.
- 1.3 We will not accept any mention of or reference by the client to its own purchasing-, tendering or other (general) terms and conditions. If, in deviation from this, NORMEC QS accepts the client's own terms and conditions, in whole or in part, in writing and explicitly, then these General Terms and Conditions will prevail in the event of any conflict.

Clause 2 Bids/Prices

- 2.1 Unless expressly stated otherwise, all our offers are nonbinding.
- 2.2 Our offers are exclusive of VAT and/or other levies imposed by the government, unless otherwise specified.
- 2.3 If the agreement is entered into in writing, it will come into force on the date of signing the contract by NORMEC QS, respectively, on the date on which NORMEC QS sends the written order confirmation.
- 2.4 Extra work shall mean all the work done by NORMEC QS, whether or not agreed in writing, over and above or in deviation from the express provisions contained in the contract or in the order confirmation.
- 2.5 NORMEC QS will have the right to fully or partially subcontract the work at any time.
- 2.6 If after the date on which the agreement comes into force, there is an increase in one or more of the cost factors NORMEC QS has the right to increase the agreed price accordingly, even if this is due to foreseeable circumstances.
- 2.7 Unless expressly agreed otherwise, travelling time will be charged. Applicable rates will be charged for work done in the evenings (18:00 – 23:00 hour), nights (23:00 – 06:00 hour) and on Saturdays and Sundays and recognised public holidays. The client will be deemed to be familiar with these rates and to have agreed to the same.

Clause 3 Execution

- 3.1 NORMEC QS will also carry out the agreed work in accordance with the information provided by the client (in writing). NORMEC QS is not liable for any damage arising from the fact that this information is found to be incorrect and/or insufficient. The client will bear all the damage resulting from the same – including consequential damage. The client will indemnify NORMEC QS against claims if any. Verbal promises by and agreements with subordinates of NORMEC QS will only bind WS insofar as the have been confirmed in writing by NORMEC QS.
- 3.2 The client will ensure that the statutory safety requirements for the work to be done by NORMEC QS are or will be duly followed and that all the safeguards that NORMEC QS deems necessary are duly taken.
- 3.3 The client will always provide NORMEC QS all the necessary assistance in time as well as all the relevant, available and/or necessary data,

information and documentation, that is and/or can be of importance for the proper execution of the assigned work.

- 3.4 The client is responsible to obtain all the access and work permits that the appropriate governmental and local authorities or other organisations may demand in order to allow work in the work locations, and will also be responsible to ensure that the place where the work is to be done is continuously accessible.
- 3.5 If NORMEC QS's standard equipment does not include the fittings and tools that in NORMEC QS's opinion are required for the work, the client will bear the cost of purchasing or manufacturing the same, if and insofar as this may be necessary.
- 3.6 The client will bear the expense of, and is responsible to provide all the connections for and supply of water, electricity, lighting and work platforms as well as lifting and transport equipment that are suitable for carrying out the work and that satisfy Dutch legal standards. 3.7 For non-destructive testing, the client should ensure that the surface of the object to be tested is clean, sufficiently lighted, free of grease and accessible. If the above is not present or to a sufficient degree, the client will bear the cost of additional work (such as the removal of insulation, paint, oil, corrosion, etc).
- 3.8 The period of execution will be suspended if and insofar as force majeure prevents NORMEC QS from carrying out the agreed work. Force majeure for these purposes will include, among others, riots, war, terror attacks, governmental interventions, domestic unrest or insurrection, strikes, work stoppages or lockouts, fire, explosion, transport delays, equipment failure, accidents, weather conditions, unknown diseases, and in general all such events that permanently or temporarily prevent NORMEC QS from executing the work, that lie outside NORMEC QS's scope of control and/or are not caused through NORMEC QS's gross negligence, such as but not limited to unforeseen circumstances relating to personnel and/or material that NORMEC QS uses or generally uses in the execution of the Agreement, of such nature that the execution of the contract becomes impossible or so difficult and/or disproportionately expensive that the NORMEC QS can no longer reasonably be expected to fulfil the agreement. NORMEC QS also has the right to claim force majeure if such circumstance that prevents the (further) execution of the agreement arises after NORMEC QS should have fulfilled its obligations.
- 3.9 NORMEC QS has the right, both in case of temporary and permanent force majeure, to either suspend the further execution of the agreement for a maximum of 6 months, or to terminate that part of the agreement that has not been executed, and to demand payment for the work NORMEC QS has done up to that point. During the suspension, NORMEC QS has the right, and at the end of the suspension, NORMEC QS is bound to execute the agreement or to fully or partially terminate the same.
- 3.10 NORMEC QS has the right to suspend the (further) implementation of the agreement or to terminate the same, without prejudice to its right to claim damage compensation. In case of:
 - attachment of the client's assets or where the client is granted postponement of payments, or
 - the client is declared bankrupt, or;
 - the client falls short in fulfilling one or more of its

- obligations to NORMEC QS, or; NORMEC QS has good ground to fear that the client is or will be unable to fulfil or will to its obligations under the agreement, and the client, NORMEC QS has reasonable ground for the opinion that the client has not provided adequate security for the fulfilment of its obligations. If any of the above situations occur, all the amounts payable by the client to NORMEC QS will become immediately due.
- 3.11 Suspension or termination of the agreement as per Clause 3.8, 3.9, 3.10 and 9.5 will neither for the client nor client's clients or persons involved on the client's behalf in the contract or its execution, will never constitute a ground to claim damage compensation; the client indemnifies NORMEC QS for any claims of the latter in this connection. If the agreement is terminated, the client should at least compensate NORMEC QS for work already done. This provision will not affect any of NORMEC QS's other rights.
- 3.12 Any delay in the execution of the agreement, caused by circumstances that are not on the account of NORMEC QS and/or for which NORMEC QS could not reasonably have been expected to provide, will be charged to the client as per NORMEC QS's most recent General Price List. The client will be deemed to be familiar with these rates and to have agreed to the same.
- 3.13 The documents to be inspected as part of materials investigation should be sent carriage paid to NORMEC QS's workshop and laboratory. They will be returned at the cost and risk of the client, after investigation.

Clause 5 Reports/ Certificates/Procedures/ Advice/ Films

- 5.1 NORMEC QS will report its investigative findings to the client through a standard written reporting and certification form. Special and client-specific reporting forms must be agreed separately.
- 5.2 The findings of the investigation as contained in the NORMEC QS reporting and/or certification will only apply to the product, person, process and/or lot of goods as specified in the report.
- 5.3 All the reports, certificates, procedures, advice and films etc. prepared by NORMEC QS are strictly confidential and exclusively intended for the client and/or service representatives. It may not be used for purposes other than those for which it is intended. The copyright and ownership thereof rests with NORMEC QS. All materials provided by NORMEC QS may not be reproduced or delivered to third parties without writing permission from NORMEC QS. A report produced by NORMEC QS may also not be read to third parties, made available for inspection or handed over as a copy without the written permission of NORMEC QS.
- 5.4 The intellectual and industrial property rights on (digital) documents provided by NORMEC QS to the client, such as manuals, reports, certificates, opinions, audio-visual materials and other documents provided to the client (including online reports issued via computer connections or telecommunications) will vest exclusively in NORMEC QS. There is no transfer of any intellectual or industrial property right from NORMEC QS to the client. The provided (digital) documents are exclusively intended to be used by or at the client and may not be reproduced, made public, sold or brought

to the attention of third parties without the prior written consent of NORMEC QS.

Clause 6 Secrecy

- 6.1 Both parties are bound to maintain the confidentiality of all information, technical data and/or documentation, and of all other information received from the other party that is to be regarded as confidential. This secrecy obligation also extends to the (content of) the agreement. The client is also bound to maintain secrecy of all information relating to the (method used for the) implementation of the agreement by NORMEC QS, except insofar as NORMEC QS permits the publication of the same.
- 6.2 Information as per paragraph 1 should only be disclosed to the staff of the parties insofar as this is necessary for the performance of the agreed work.

Clause 7 Complaints

- 7.1 The client must file complaints concerning NORMEC QS's work within three working days after it discovers irregularities in the work complained of and/or has or could have discovered the damage in question. Once this period expires, the client will lose all right to, for example, damage compensation and/or repair of the shortcomings.
- 7.2 Complaints should be notified by registered letter or by fax, should be as detailed as possible, and should contain all the relevant information, including report and certificate numbers as well as invoice and letter reference numbers.
- 7.3 The client's rights if any if it makes a complaint in time will lapse if the client does not invite NORMEC QS to be present during an expert investigation to be conducted by the client, or if the client denies NORMEC QS the opportunity to conduct a counterinvestigation by a different expert.
- 7.4 If NORMEC QS regards the complaint to be well-founded, NORMEC QS will repair the shortcomings to the extent possible, within the limits of reasonableness and fairness.
- 7.5 Even if the client complains in time, its obligation to pay for orders issued will continue without change. In no case will the client have the right to suspend its obligations.

Clause 8 Liability

- 8.1 In respect of any agreement entered into by NORMEC QS, NORMEC QS only undertakes an obligation to take efforts, and in no case does it accept any obligation to achieve a specific result.
- 8.2 NORMEC QS is not liable for any direct and/or indirect (consequential) damages in respect of a culpable shortcoming in the fulfilment of its obligations or in case of unlawful act committed against its client, unless the client shows that the damage was caused deliberately or through the gross negligence of NORMEC QS's supervisory staff. NORMEC QS will never be liable for any damages caused by third parties engaged by it for the execution of the agreement.
- 8.3 If any exclusion of liability is found not to apply, NORMEC QS's liability will be limited to a maximum of 10 times the order value. NORMEC QS will always have the right to repair the damage itself (or to commission the same).
- 8.4 The liability referred to in Clause 8.3 will never exceed 10.000,- Euros.
- 8.5 NORMEC QS is not liable for infringements of patents or licenses of third parties, through the use of data

provided to NORMEC QS by or on behalf of the client for the purpose of the execution of the contract.

- 8.6 The client will indemnify NORMEC QS at all times against the claims of third parties in respect of damage for which NORMEC QS is not liable to the client as per these terms and conditions. The client will, in the above case, compensate NORMEC QS for all costs, damages and interest, arising from such third-party claims.
- 8.7 NORMEC QS will never be held responsible or liable for decisions taken on the basis of reports and/or certificates issued.
- 8.8 All claims against NORMEC QS will lapse by the mere lapse of 12 months after the termination of the contract, unless the client has brought legal action before the competent court before the expiry of that period.
- 8.9 Any right to compensation will lapse if the client fails to institute proceedings against NORMEC QS in a court of law, after NORMEC QS has definitively denied an (alleged) claim of the client in writing, within 6 months after the aforesaid written notification.

Clause 9 Invoicing and Payment

- 9.1 The order confirmation signed by the client constitutes conclusive evidence that the order for work was issued as specified in the offer. The work orders signed by the client and/or other timesheets constitute proof that the work was carried out as per the client's wishes. These will be binding in relation to the invoicing.
- 9.2 If NORMEC QS has already partially fulfilled its obligations at the time of the occurrence of force majeure referred to in Clause 3.8, or can only partially fulfil its obligations, it has the right to raise a separate invoice for the part that has already been completed or will be completed.
- 9.3 If the client does not approve the invoice within 14 days of the invoice date, the client must notify NORMEC QS in writing about the same. After this period, the client will lose all right to make complaints.
- 9.4 NORMEC QS invoices must strictly be paid within 30 days after the invoice date. If payment is not made, the client will be liable to pay late payment interest of 2% per month on the outstanding amount from the 31st day onwards. If the client fails to pay the outstanding amount in time, the client will also be liable to pay all the judicial and extra-judicial costs relating to the collection of the outstanding amount, including costs of external experts, bailiffs and lawyers, even where these costs exceed the amount awarded by the court.
- 9.5 If NORMEC QS's invoices are not paid in time, NORMEC QS has the right to suspend the period of execution to the extent of the time for which the client remains (or has been) in default of making timely payment, or to terminate the contract, without prejudice to its right to demand damage compensation. 9.6 The client has no right to deduct or set off counter-claims if any against the amounts payable by him.
- 9.7 Notwithstanding the above, NORMEC QS may at any time demand security from the client in the form of an advance or an irrevocable bank guarantee for the entire term of the agreement and, in absence of immediate payment, suspend the execution of the agreement.

Clause 10 Applicable law and disputes

- 10.1 All our offers and agreements with clients are subject to the law of The Netherlands.
- 10.2 All disputes between NORMEC QS and the client, insofar as the cantonal court has no jurisdiction over the same, and notwithstanding the possibility of seeking an injunction for interim relief from the President of the competent District Court, will be settled by the Court of Arnhem. This clause does not prejudice NORMEC QS's right to file the suit with the court having jurisdiction as per the law or the applicable international treaty.

Clause 11 Miscellaneous

- 11.1 The client may not offer any employee of NORMEC QS employment or a contract, whether during the term of the agreement and/or within two years after the agreement comes to an end, without the intervention of NORMEC QS, or in cooperation with third parties.
- 11.2 The client will not transfer any rights arising under the agreement, to third parties, without the prior written consent of NORMEC QS.