

MPS-ECAS GENERAL TERMS AND CONDITIONS

General information Article 1

1. These General Terms and Conditions apply to all agreements, including those concerning service provision, as well as to all negotiations, offers, quotations, and tenders to which the private limited liability company ECAS B.V., hereinafter referred to as 'MPS-ECAS', is a party.
2. Derogation clauses only apply if the parties have agreed to them in writing, and then they only apply to the agreement in question; otherwise these General Terms and Conditions remain in force.
3. MPS-ECAS is entitled to amend or supplement these General Terms and Conditions. Any amendments will only come into effect once they have been approved by the MPS-ECAS Board of Experts and after MPS-ECAS has published them, stating the time of entry into force. Amendments will be announced on its website and in its newsletter.

Offers, and negotiation of the agreement Article 2

1. Unless expressly stated otherwise in writing, all offers and all that is stated on application forms, in quotations, catalogues, advertisements or images, as well as statements provided in any other way regarding MPS-ECAS's capacity, performance or results are subject to confirmation without obligation. MPS-ECAS is not bound by the information provided and accepts no liability for the consequences if client has relied on it.
2. The certification agreement is established from the time that MPS-ECAS informs the applicant of the positive certification decision, and the signed quotation serves as the certification agreement between the parties.
3. The certification agreement applies for an indefinite period of time and may in any case be terminated subject to a period of at least two full months before the end of the current calendar year.

Prices and changes to prices Article 3

1. All agreed prices and rates are exclusive of any shipping costs, VAT, levies imposed by third parties and the like.
2. Nevertheless, MPS-ECAS reserves the right to increase the agreed prices if changes to the certification scheme or any of the cost factors so warrant.
3. If and to the extent that price changes lead to a difference of more than 20% compared to the agreed prices, MPS-ECAS is willing to investigate whether it will agree to terminate the agreement at client's written request.
4. All prices are denominated in euros, unless otherwise expressly agreed in writing.

Terms of delivery Article 4

Unless MPS-ECAS expressly indicates in writing, the stated delivery periods are always approximate; if delivery is delayed, MPS-ECAS will never be obliged to pay compensation for any damages caused as a result.

Client's cooperation Article 5

1. If MPS-ECAS is unable to perform audit visits at the client site for a reason that is attributable to client or for other reasons, client will be obliged to reimburse MPS-ECAS for all direct and indirect costs arising as a result.
2. Client is responsible for the correct use and application of the procedures and requirements for MPS-ECAS certification, as well as for their implementation in its organisation and the procedures required for this. Furthermore, client will correctly implement the updates and other instructions provided by MPS-ECAS, or have them implemented.
3. If it has been agreed that client will make materials or data available on data media, they will meet the specifications necessary for the performance of the work.
4. If MPS-ECAS staff members perform work at client's offices or on its premises, client will ensure that these members of staff can carry out their work uninterrupted and it will provide the facilities reasonably required by those staff members free of charge.

Complaints and claims Article 6

1. Client must notify MPS-ECAS in writing of any complaints as referred to in the MPS-ECAS Certification Regulations within one month after client becomes aware of the default.
2. A complaint does not suspend client's payment obligations.

Liability Article 7

1. MPS-ECAS's liability is always limited to direct damages caused by gross negligence or wilful misconduct on the part of MPS-ECAS. Any compensation for damages is always limited to the net amount that MPS-ECAS invoiced client for during the six months prior to the occurrence of the damages concerning the delivered services to which the complaint relates.
2. MPS-ECAS can never be held liable for any indirect damages, including consequential damages, loss of profit, loss of savings and losses due to business interruption.
3. MPS-ECAS and client indemnify each other against all claims from third parties for compensation for damages or otherwise that are directly or indirectly related to the agreement between the MPS-ECAS and client.
4. MPS-ECAS can never be held liable for the corruption or loss of data or processing results during the transmission of data using telecommunication facilities, or the consequences of this corruption or loss.

**Force majeure
Article 8**

1. Force majeure releases MPS-ECAS of its obligations towards client. MPS-ECAS is entitled to terminate the agreement in question without recourse to the courts and without being liable for damages, or to suspend the obligations arising from the agreement for a period to be determined by it.
2. Force majeure includes such incidents and situations that exert a clearly demonstrable and directly effective influence on MPS-ECAS and its organisation, or a third party from whom MPS-ECAS purchases goods or services such as: serious disruptions in the production process, fire, traffic disruptions, work strikes, illness, restrictions imposed by government authorities, external contingencies, including serious plant diseases and pests, as well as manifest changes in the actual circumstances that directly or indirectly affect cost factors or delivery options and that occur after entering into the agreement.
3. In the event of force majeure, MPS-ECAS will inform client without delay.

**Payment
Article 9**

1. Unless client has granted MPS-ECAS authorisation to collect invoices in its name, all payments must be made within 14 days of the invoice date, without any right to a discount or setoff, even in the event of bankruptcy.
2. If client has failed to make payment within the period stated in paragraph 1, it will be in default by operation of law and MPS-ECAS will be entitled to charge client 1% interest per month, with part of the month counting as a month, from the due date until the date when payment is made in full, and without prejudice to the other rights vested in MPS-ECAS.
3. All costs arising as a result of judicial or extrajudicial collection of a claim against client are for client's account.

**Invoicing
Article 10**

1. Invoicing generally occurs after the certification or conclusion of the certification assessment. Invoicing for periodic inspections is done after the inspection is completed.
MPS-ECAS reserves the right to:
 - invoice in full or in part prior to the certification work; and to
 - to charge contribution or participation costs in advance.
2. If the services mentioned in the agreement or the project plan have not been purchased within six months of signing the agreement, MPS-ECAS reserves the right to charge for these services at a later date, unless the reason why the services have not been purchased is attributable to MPS-ECAS, or because these services are for MPS-ECAS's account for other reasons.

**Duty of confidentiality
Article 11**

Parties undertake to maintain the confidentiality of the other party's confidential information. Both parties will take reasonable precautionary measures to ensure that this obligation is met as effectively as possible.

**User rights
Article 12**

1. Copyrights as well as all other intellectual property rights to all analyses, designs, software, documentation, reports and quotations as well as any other material originating from MPS-ECAS, are vested exclusively in MPS-ECAS. Client only acquires user and/or other rights for these matters if and to the extent that they are expressly granted in a separate agreement.
2. If MPS-ECAS grants client rights as referred to in paragraph 1, they only apply for the duration of the agreement in question. Rights of use are not transferable without MPS-ECAS's written permission.
3. Client is not permitted to rent, sell, dispose of, lease, pledge, or transfer as collateral the material referred to in paragraph 1 to third parties or to cede it to third parties under any title, or to allow third parties to use it, all of which in the broadest sense and irrespective of the purpose.

**Applicable law and choice of forum
Article 13**

1. All offers and assignments, as well as other agreements to be entered into with client are governed by the Dutch law.
2. Any disputes arising from or in connection with the offers, assignments and agreements referred to in paragraph 1, which do not fall within the competence of the MPS-ECAS Appeals Board, must in the first instance be brought before and judged by the competent court at the District Court in The Hague.

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