



**BUREAU  
VERITAS**

## GENERAL TERMS AND CONDITIONS

Bureau Veritas Belgium NV/SA, Bureau Veritas Certification Belgium NV/SA, Vereniging Bureau Veritas

### Article 1 Definitions

1.1 Bureau Veritas Belgium NV/SA, Bureau Veritas Certification Belgium and Vereniging Bureau Veritas are part of the Bureau Veritas Group (BVG). For the purpose of these general terms and conditions, BVG is understood to mean one of the companies mentioned in this paragraph with which the client has entered into an agreement or is in negotiations with BVG for this purpose.

1.2 In these general terms and conditions, the term "the client" is understood to mean the natural person or legal entity which has committed itself to BVG in relation to the provision of services or the provision of any other service by BVG or is in negotiations with BVG for this purpose.

1.3 In these general terms and conditions, the term "the parties" is understood to mean BVG and the client.

### Article 2 General

2.1 All tenders, supplies and services from BVG will be executed exclusively by application of these general terms and conditions.

2.2 Notification of these terms and conditions may be made by statement on letterhead, price quote, confirmation of assignment data media provided or invoice.

2.3 Any special clauses that differ from these terms and conditions or which supplement them will only be binding if confirmed in writing by BVG and will only apply on a case-by-case basis.

2.4 If these terms and conditions should be drafted in a language other than Dutch, the Dutch wording will apply at all times in the event of a dispute.

### Article 3 Tenders

3.1 All tenders issued by BVG, either verbally, in writing, by telephone, telegraph, fax or telex, are entirely without obligation.

3.2 All information and/or specifications issued in a tender are approximate and will only become binding if expressly confirmed as such in writing by BVG.

### Article 4 Agreements

4.1 Any agreement between the parties will come into being at the time BVG begins to carry out an assignment or when BVG confirms an assignment from the client in writing.

4.2 Any supplementary arrangements or modifications made at a later stage will only become binding when BVG has confirmed them in writing. Also, any arrangements made with and/or commitments made by BVG staff will be confirmed in writing before they become binding.

### Article 5 Prices

5.1 The prices agreed are based on factors determining the price at the time the price submission is made. BVG reserves the right to modify these rates. The client will be informed about any adjustment to prices at least two months in advance.

5.2 The cost of any supplements and/or modifications in the assignment or agreement made by the client will be borne by the client.

### Article 6 Payment

6.1 The following general condition applies to any assignment or agreement: In the event of an invoice being sent out, the maximum due date for payment is 15 days after the invoice date. Any other payment arrangements will only apply if agreed to in writing.

6.2 Payment must be made without any discount or adjustment for any reason.

6.3 All payments must be made to a bank account to be indicated by BVG or at the offices of BVG.

6.4 Payments must be made in the currency in which the prices agreed are expressed.

6.5 The client will be deemed to be in default, without any summons or service of default being required, once the due date for payment has passed.

6.6 Payments by the client are always applied primarily to pay for any interest for arrears owed by it and for any (out-of-) court charges. Payments are then applied to the oldest outstanding account receivable, even if the client states that the payment relates to a later account receivable.

6.7 In the event of late payment, the client will automatically owe late-payment interest of 1.5% per full month or part thereof.

Also, from the time service of default is made, a fixed amount of compensation will be owed amounting to 10% of the invoiced amount, with a minimum of 250 EUR to cover administration costs.

6.8 In the event of collection through the courts, including applications for bankruptcy, the client will continue to owe any interest on arrears and collection/recovery costs.

6.9 If the client defaults on any payment, BVG is authorised to suspend its services, as well as to declare the agreement dissolved without any intervention through the courts. In the latter case, the client is required to pay BVG 25% of any amounts not yet due and/or not yet owed by way of compensation for expenses incurred and loss of profit. The client is also required to reimburse all other costs incurred by BVG for the services to be provided by BVG, as well as for any other damage suffered by BVG.

6.10 In the event of the client postponing or cancelling any work to be carried out by BVG, BVG is entitled to charge a percentage of the amount agreed for the work in question. The percentage charged will depend on the lead time if the work is postponed or cancelled:

- 30 working days prior to commencement of the work: 25%
- 10 working days prior to commencement of the work: 50%
- 5 working days prior to commencement of the work: 100%

This amount may not be adjusted with the final amount to be paid.

### Article 7 Advance payment and surety

7.1 BVG may require an advance or other payment when the agreement is entered into, as well as prior to or during execution of the assignment.

7.2 BVG is at all times entitled to check prior to the assignment or agreement, or to require from the client before continuing with the assignment or agreement that the client has sufficient financial security to comply with its payment obligations. The client is obliged to make the required security available within eight days.

### Article 8 Confidentiality

8.1 BVG is obliged to keep confidential any information that it may obtain in relation to the client.

8.2 In the following cases, BVG is authorised to make public information relating to the client:

- a) if the client expressly authorises BVG so to do;
- b) if the law obliges BVG so to do;
- c) if BELAC regulations so require;
- d) if such disclosure is required by the government or is so ordered;

### Article 9 Liability

9.1 BVG is only liable for damage that is a direct consequence of an error attributed directly to it.

9.2 Notwithstanding what is stated in the previous paragraph, BVG's liability is restricted to an amount equivalent to five times the net invoice value of the work/goods supplied resulting in the claim/demand made by the client and/or third parties.

Maximum liability is restricted at all times to the amount paid out by BVG's insurance company, where applicable.

9.3 BVG staff may invoke what is stated in this article as though they had themselves entered into a contract with the client.

9.4 BVG may under no circumstances be held liable for indirect damage, including consequential damage, loss of profit, missed savings and damage caused by business stagnation or any kind.



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### Article 10 Access

10. If the item, or premises or environment in which the service is to be carried out is/are not directly accessible, resulting in the start time of the work being delayed, any costs involved are to be borne by the client

### Article 11 Accessibility and entry

11. The client must ensure that all access points can be reached and entered safely. The environment must be such that all work can be carried out in safety. The client will ensure that all statutory requirements are complied with on the premises where the work is to be carried out. The client will safeguard BVG from all claims, except where there is intent or serious misdemeanour on the part of BVG.

### Article 12 Documents

12. All documents required must be made available to BVG one week before BVG is due to commence work.

### 13 Personal Protection Equipment

13. If the environment in which the service is to be carried out involves circumstances that are a threat to health and/or the technical situation, the client is required to give notice of this in the tendering phase. The client will provide the BVG employee with adequate personal protection equipment other than safety footwear, hearing protection in all areas, helmet, lap belt and/or harness. If in the opinion of the BVG employee the work involves hazardous conditions, BVG reserves the right to take appropriate measures.

### Article 14 Complaints

14. Any complaints must be made by registered letter sent to BVG with 8 days of the circumstances leading to the complaint being noted.

In any event, all claims against BVG will lapse 1 year after the damage and/or shortcoming is noted, or if there is a dispute in this regard, 1 year after the date of the invoice, except where the law provides for a shorter period of time.

### Article 15 Safeguards

15.1 The client is required to safeguard BVG in full for any form of liability that may be incumbent upon BVG vis-à-vis third parties in relation to services carried out by BVG.

15.2 The client is also required to safeguard BVG fully against any claims from third parties relating to matters that BVG may have pending in relation to the execution of the assignment or agreement.

15.3 If the client provides BVG with any information media, electronic files or software, etc., it guarantees that said information media, electronic files or software are free of viruses and defects.

### Article 16 Force majeure

16.1 The term "force majeure" ("non-compliance without liability") is understood to mean any independent or unforeseeable circumstances beyond the control of the parties that result in the fulfilment of the assignment or agreement no longer being reasonably required of BVG.

16.2 Force majeure includes: fire, damage from frost, water or storm, other natural disaster, extremely absence through illness, theft or destruction of company/business resources or data.

16.3 If a situation of force majeure should occur, BVG is authorised to suspend implementation of the assignment or agreement or, if the situation of force majeure has not been relieved within a reasonable period of time, to renounce or dissolve the agreement on a permanent basis.

16.4 BVG is authorised to claim payment for services carried out in fulfilment of the assignment or agreement in question prior to the occurrence of the circumstances resulting in the situation of force majeure.

### Article 17 Retention of ownership

17.1 BVG will retain ownership of all tasks carried out for the client until such time as all of the client's payment obligations have been met in full.

17.2 Unless agreed otherwise in writing, BVG will retain the copyright and all other rights relating to the intellectual or industrial property on the texts, certificates, logos, etc. issued by it.

17.3 The client is required to return the items mentioned in paragraphs 1 and 2 to BVG when first requested to do so. Failure to comply will result in a penalty of € 450 per day.

### Article 18 Non-poaching of staff

18.1 Throughout the period of this agreement, as well as for one year after it has come to an end, the client will refrain in a general manner, except where it has the written consent of BVG, to which conditions may be linked, from directly or indirectly employing staff working for BVG or for other companies that BVG has employed to fulfil the agreement and who are (were) involved in fulfilling the agreement.

18.2 Any breach of this article will automatically result in the payment of compensation to the contractor equivalent to two times the gross annual salary of the member of staff taken from the contractor.

### Article 19 Cancellation of inspection assignment / Contract

19. Both the client and BVG may terminate the inspection assignment by way of:

19.1

- **Inspection assignment:** giving notice, on condition that a notice period of 48 hours is complied with. Said notice to be served by e-mail or by registered letter.
- **Contracts:** giving notice, on condition that a notice period of three months is complied. Said notice to be served by registered letter.

19.2 remaining in default => **Contracts:**

19.2.1 immediately after BVG or the client is notified by the other party by registered letter of a serious breach of the general terms and conditions.

19.2.2 if BVG or the client is placed into liquidation or if a liquidator or receiver is appointed by the courts for the whole company or part thereof.

19.2.3 if the client ceases its business activities, as stated at the beginning of the assignment.

19.3 if the services mentioned in art 19.2 cease to continue, the corresponding documents/certificates issued will become invalid with immediate effect. The client will refrain from using these documents/certificates and will send all documentation and other items issued or referred to back to BVG.

19.4 if the client terminates the contract, the costs involved will be 50% in year 1, 30% in year 2 and 10% in year 3 of the remaining three years of the contract value. There is a minimum charge of 500 EUR.

### Article 20 Applicable law

20. All legal relationships between the parties will be ruled on in accordance with the general terms and conditions and pursuant to Belgian law. In the event of a dispute, the courts in the district of Antwerp will have sole jurisdiction.