

General conditions

Kwaliteit Gasmeting Nederland B.V.

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Article 1

All offers, quotations, order confirmations and agreements as well as the execution of services and fumigations shall, exclusively, take place based on these General Conditions. These General Conditions shall prevail any conditions used by the client, unless, explicitly and in writing, agreed otherwise. By granting an order for the execution of services the client agrees to the applicability of these conditions.

Article 2

All quotations are noncommittal, unless the contrary expressly appears. An agreement is only regarded as concluded when the order has been confirmed in writing or, in the absence thereof, when the execution of the order commences.

Article 3 Prices

For the execution of services the agreed price shall be invoiced. In case of amendment of price-fixing factors after the offer or conclusion of the agreement Kwaliteit Gasmeting Nederland B.V. retains the right to charge these alterations to the client. The price that has been documented in an agreement with a duration period exceeding 12 months can be raised after each 12-month period. In any event, the price shall not be increased within three months, unless the client, not acting as a professional or company, is qualified, in that case, to dissolve the agreement.

Article 4 Nature of the services and the execution thereof

The services shall include, in the broadest sense that can be attributed to it, all services with regard to „Health Protection Services“, such as, but not restricted to: gas measurements, fumigations, ventilations, wood protection, disinfection, pest control, development of systems for pest control, hygiene audits, advice, training and inspection, expertise, assessments, measurements and analyses in connection with the previously mentioned activities. The services shall be executed in the manner and in the period(s) as agreed. Kwaliteit Gasmeting Nederland B.V. shall execute the agreement or supervise the experts directly. Unless it expressly appears otherwise, the indicated time for the execution is agreed upon as an approximate time. The client shall see to it that all directions of, or on behalf of, Kwaliteit Gasmeting Nederland B.V., regarding the services and the execution thereof in the most sensible manner, shall be respected.

The client should see to it, that Kwaliteit Gasmeting Nederland B.V. can immediately start the services upon arrival. For this purpose free access should be granted to all the spaces, locations, and terrains etc. that require treatment.

Any refusal of granting access shall not exempt the client from the obligation of payment of the agreed price. In case of non-fulfilment or untimely fulfilment by a cause that is within the risk sphere of the client, the client shall compensate Kwaliteit Gasmeting Nederland B.V. for the consequential damages and, if possible, enable Kwaliteit Gasmeting Nederland B.V. to execute services in the, to be agreed, periods.

The client is obligated to, if necessary, to make all the required and common tools and materials available during the execution of the services, free of charge.

In case the cause of non-fulfilment or untimely fulfilment is within the risk sphere of Kwaliteit Gasmeting Nederland B.V., execution shall, as yet, take place as soon as possible and, insofar Kwaliteit Gasmeting Nederland B.V. is to blame, we shall be liable for any damages as a consequence of the delay in the execution of the agreed services. The latter liability shall, however, never exceed the amount against which the services were to be executed.

In case of, as a result of one or more causes, not within the risk sphere of either party, non-fulfilment or untimely fulfilment, the execution shall take place as soon as possible, in consultation with the client, without the possibility of either party claiming any damages. Causes not within the risk sphere of parties shall be: war, revolution, disruptions in the supply of raw materials or auxiliary materials, water and electricity, strike, sit-in, fire, transport difficulties, and climatic conditions that prohibit the safe execution of the agreed services.

5. Force Majeure

5.1. Should Kwaliteit Gasmeting Nederland B.V. not be able to fully, partially or adequately fulfil his obligations under the agreement due to a cause for which Kwaliteit Gasmeting Nederland B.V. is not accountable, such as but not limited to illness of Kwaliteit Gasmeting Nederland B.V. or his employees, mechanical failures of computer networks or other stagnation in the usual progress of Kwaliteit Gasmeting Nederland B.V. business, weather conditions (in particular a storm with a wind speed of at least fourteen metres per second as determined by the Royal Netherlands Meteorological Institute (KNMI) or a branch thereof), water levels, earthquake, fire, strikes and explosion, the obligations of Kwaliteit Gasmeting Nederland B.V. shall be suspended until Kwaliteit Gasmeting Nederland B.V. shall be able to fulfil his obligations in the agreed way without Kwaliteit Gasmeting Nederland B.V. being in any breach and without any obligation on Kwaliteit Gasmeting Nederland B.V. to pay any indemnification to the Customer due to such non fulfilment by Kwaliteit Gasmeting Nederland B.V. of his obligations.

5.2. Additional costs, if any, caused by force majeure as set out in article 5.1 shall be borne by the Customer and shall be paid to Kwaliteit Gasmeting Nederland at initial request.

Article 5 Extra costs, varied work

Costs, as a consequence of the client being in default regarding the execution or the progress of the work, shall be charged to him, without prejudice to the stipulations in Article 4. Additional and/or less work shall be compensated, in fairness, upon agreement, or at the end of the services.

Additional work, in general, includes: any services and deliveries, which have not been included in the agreement and are requested by the client.

In case, after the conclusion of the agreement, it becomes apparent that the execution of the work has become extremely difficult or, due to Force Majeure, has become impossible, Kwaliteit Gasmeting Nederland B.V. has the right to demand that the execution of the services is changed in such a manner, that the objections regarding the execution shall, entirely or largely, be dispelled, or that the impossibility of the execution is eliminated, if such is possible. The extra or fewer costs, as a consequence of this change, shall be charged, whereas, at the same time, Kwaliteit Gasmeting Nederland B.V. is also entitled to compensation for already arisen, yet apparently useless, costs. The arrangement mentioned above shall be without prejudice to the authority of Kwaliteit Gasmeting Nederland B.V. to dissolve the agreement.

Article 6 Payment

Unless agreed otherwise, payment should take place net, without discount or settlement, within 14 days after date of invoice. Without prejudice to exceeding the term of payment the client owes an interest rate equal to the promissory rate of the Dutch Bank increased with 2%, starting the date of invoice. Kwaliteit Gasmeting

Nederland B.V. has the right, at all times, to require cash payment preceding the execution or a part thereof. Any collection costs shall be fully charged to the client.

Article 7 Claims

Claims with regard to the execution or the quality of the agreed services must be affected within eight days after the execution, in writing, in the absence of which every right of the client shall cease, unless agreed otherwise, in writing.

As long as Kwaliteit Gasmeting Nederland B.V. has not decided upon a claim, the client is expected to respect his obligations.

Article 8 Warranties, liability and insurance

Announcements by, or on behalf of, Kwaliteit Gasmeting Nederland B.V. with regard to the quality of the services (to be) executed, the treatment in the broadest sense, the properties of the used products etc., are only valid as warranty if these have been made, explicitly and in writing, in the form of a warranty.

Kwaliteit Gasmeting Nederland B.V. commits to execute services to the best of its ability in the light of the intended result. The nature of these services shall, in general, not allow Kwaliteit Gasmeting Nederland B.V. to commit to realizing the intended result.

Kwaliteit Gasmeting Nederland B.V. is not liable for damages that should occur to properties of the client or damages caused by third parties to people during, or as a part of, the execution of the services, unless the damage is a consequence of intent or gross negligence on the part of Kwaliteit Gasmeting Nederland B.V. In the latter case the liability shall not exceed the amount against which the services have been executed.

Parties commit to, adequately and sufficiently, insure their private liability with a, in the Netherlands renowned, insurance company, and to, at the request of the other party, present the proof thereof without difficulty.

Article 9 Cancellation and termination

Ongoing agreements, of which the duration period exceeds 12 months, shall only be terminated in compliance with a three-month term, yet only toward the end of the agreed term, unless agreed otherwise, in writing. Until a legal termination has occurred the client shall, at all times, be liable for all obligations arising from the agreement.

Upon cancellation of the agreement, as a consequence of any cause whatsoever, we are entitled to charge the costs, made until that point in time, as well as a percentage of 30% of the amount, involved in the agreement, relevant to loss of profits.

Upon non-performance of contract by one of the parties the agreement can be suspended or dissolved by the other party, without judicial intervention, unless the former party as yet, after having been given the opportunity to, within a reasonable amount of time, respects his obligations; without judicial intervention one of the parties can immediately dissolve the agreement in case the other party petitions for moratorium on the repayment of debts, is declared bankrupt or is wound up, all without being held liable for damages, and, without prejudice to all his other rights.

Only with explicit permission of Kwaliteit Gasmeting Nederland B.V. may client transfer his obligations toward Kwaliteit Gasmeting Nederland B.V. to a third party.

Article 10 Intellectual property

All intellectual property rights regarding the fruits of services performed in preparation or implementation of the agreement between Kwaliteit Gasmeting Nederland B.V. and the client, as well as any fruits arising therefrom, belong exclusively to Kwaliteit Gasmeting Nederland B.V. or its suppliers.

The delivery of products and/or services in no way includes the transferral of intellectual property rights.

The client is only granted the non-exclusive and non-transferable right of use for the fruits of the services. The client will endeavour to strictly comply with the terms of such use as they have been recorded in the general terms or otherwise issued to the client.

The client shall not, either partially or entirely, make public, reproduce, or make available to a third party the fruits of the services without prior written permission from Kwaliteit Gasmeting Nederland B.V. The client shall not remove or alter the specifications regarding copyrights, brands, trade names, or other notices of intellectual property rights issued by Kwaliteit Gasmeting Nederland B.V. or its suppliers.

Article 11 Confidentiality

Parties have the obligation to observe confidentiality with regard to information, technical data and/or documentation, as well as all other details concerning the other party that can be regarded as confidential. This obligation to observe confidentiality also extends to (the contents of) the agreement. The client is also obligated to observe confidentiality of all information regarding the (manner of) execution of the agreement by Kwaliteit Gasmeting Nederland B.V., without prejudice to and insofar permission for publication has been granted by Kwaliteit Gasmeting Nederland B.V.

Parties shall not make details and information, as meant in this article, known to third parties and shall only familiarize their staff insofar this is necessary for the execution of the agreed performances.

Parties shall do everything, reasonably possible and necessary, to respect confidentiality with regard to the details and information mentioned in this article. Parties shall ensure that their employees shall observe the obligation of confidentiality.

Article 12 Taking over personnel

The client is not allowed to, for the duration of the agreement or within two years of terminating the agreement, hire staff of the other party, or use their services in any way, unless Kwaliteit Gasmeting Nederland B.V. has consented, in writing.

Article 13 Competent Judge and applicable law

Any disputes between Kwaliteit Gasmeting Nederland B.V. and the client that cannot be settled amicably, shall be submitted to the competent Judge in Amsterdam. Dutch law is applicable. The applicability of the Vienna Sales Convention (CISG) is excluded.