

Terms and Conditions

1. General

- a. Qualitas Inspection (hereinafter the Company), a trade name of Qualitas Group B.V., governs its businesses and services of whatsoever kind by these terms and conditions.
- b. The Company is an independent and commercial business undertaking, in the field of control, inspection, testing and analysis. It carries out inspections, verifications, examinations, measurements, tests, samplings and similar operations, issues reports and certificates relating to the aforesaid operations, and renders advisory services in connection with these activities.
- c. Any service, contractual or not, by the Company, for any person or entity, shall be governed by these terms and conditions.
- d. The Company is allowed to perform services for persons or entities of whatsoever kind, i.e. for private, commercial, cooperative, public or governmental bodies, issuing instructions to the Company (hereinafter the Client).
- e. Unless otherwise agreed between the Company and the Client, the Company shall work according to its instructions for control, inspection, testing and analysis activities and the Client's specific instructions, taking into account international and national treaties, standards, trade custom, usage and/or practice applicable for the required services.

2. Provision of services by the Company

- a. Services provided by the Company are in accordance with the specific applicable instructions of both the Company and the Client as confirmed by the Company each time a service is to be performed. Otherwise, the services will be in accordance with the terms of the Company's standard order forms and sheets, any relevant trade, custom, usage or practice, and/or such methods as the Company shall consider suitable on technical, operational and/or financial grounds.
- b. The Company shall make use of reasonable care and skill available in the Company for the performance of the required services.
- c. The standard services of the Company are: qualitative and/or quantitative inspection, inspection of goods, packing, containers, ships and other means of transportation, inspection of loading and discharging, sampling, analysis and/or other testing services.
- d. Should the Client request that the Company witness any third party intervention, the Client understands and agrees that the Company is not responsible for the condition and/or (date and year of) calibration of apparatus, instruments or measuring devices of whatsoever kind used, analysis methods applied, any results, actions or omissions of the third party, and any analysis results.
- e. Should the Client request that the Company witness any third party intervention, the Client understands and agrees that the Company's sole responsibility is to be present at the time of the third party's intervention (at the necessary moments, as considered by the Company), and to report the available results of the intervention.
- f. Reports written and issued by the Company will reflect the facts as to be recorded according to the specific applicable instructions.
- g. The Company has the right to delegate the performance of all or part of its services to an agent or subcontractor in the same sector of activity, and the Client authorises the Company to provide the agent or subcontractor with all necessary information for such performance.
- h. No documents reflecting engagements contracted between the Client and any third party, such as bills of lading, sale contracts, bank letters of credit, etc., if received by the Company, extend or restrict the obligations and the mission of the Company and its services.
- i. None of the services provided by the company releases the Client or any third party of any of their obligations.
- j. Samples taken by the Company shall be retained for a maximum of 3 or 6 months, according to the international and national treaties applicable for sampling methods, after which period the Company shall cease to have any responsibility for the samples and shall have the right to destroy them.

3. Obligations of the Client

- a. The Client will provide the Company, not later than 24 hours before the desired intervention, with any necessary information for the required services to be performed by the Company.
- b. The Client will take all necessary steps to eliminate or remedy any obstacles to, or any interruptions in, the performance of the required services, at any site.
- c. The Client will supply any special equipment and personnel necessary for the performance of the required services and will take all applicable safety and security measures necessary for the performance of the required services, at any site.
- d. The Client will fully exercise all its (contractual) rights and discharge all its liabilities under any relevant sales or other contract with any third party, failing which the Company shall be under no obligation to the Client.

4. Rates, tariffs and payment terms

- a. Unless otherwise agreed or mentioned in the Company's invoice, the Client will promptly pay, within 30 days from the invoice date, all fees due to the Company because of performed services.
- b. Rates and fees not established between the Company and the Client at the time an order is placed or a contract has started shall be at the standard rates of the Company (which are subject to change) and all the applicable taxes shall be payable by the Client.
- c. In the event of unforeseen problems or expenses that arise in the course of carrying out the services, the Company shall endeavour to inform the Client and shall be entitled to charge additional fees to cover extra time and costs necessarily incurred to complete the required services.
- d. If the Company is unable to perform all or part of the services for any cause whatsoever outside the control of the Company, the Client will nevertheless pay to the Company: the amount of all abortive expenditure actually made or incurred by the Company, and a proportion of the agreed fee equal to the proportion of the services actually carried out by the Company.

5. Limitation of the Company's liability and indemnification by the Client

- a. The Company does not insure or guarantee any loss or damage of the Client and any third party, related to the services performed. In such case, the Company disclaims all liability.
- b. The Company, its agents and subcontractors, shall not be liable to the Client and/or any third party for any reports, actions or omissions, arising from incorrect, misleading, or unclear information provided to the Company.
- c. The Company, its agents and subcontractors, shall not be liable for any delayed, partial or total non-performance of services arising from any event outside the control of the Company.
- d. The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event(s) outside the control of the Company, including failure by the Client to comply with any of its obligations hereunder.
- e. If the Company or the Client does not keep (one or more of) his obligations, arising from the agreed services, the disputing party shall hold the other party liable by means of written proof of default and shall give this other party a reasonable time in which this other party can still keep his obligation(s). The party that imputably fails in his duties with regard to keeping his obligation(s), arising from the agreed services, is liable for the compensation of the loss of the other party, provided that, with regard to the liability of the Company, the restrictions of this section apply.
- f. The liability of the Company in respect of any claim(s) for personal injury, whether or not leading to death, and/or for material damage, arising directly from imputable failure of the Company, is limited to the sum of EUR 500,000.-- per event, for anyone claim.
- g. The Company shall not be liable for any indirect or consequential loss and/or damage, such as loss of profit or amounts to be paid by the Client to any third party.
- h. The liability of the Company in respect of any claim(s) for other loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum of the fees received in the last four quarters preceding the specific service which gives rise to such claim. The liability and responsibility of the Company can never exceed, and is limited to, the sum of EUR 20,000.-- per event, for anyone claim.
- i. The liability of the Company in respect of any claim(s) for other loss or damage as described in subsections f, g, and h of this section, by reason of any circumstance(s), is excluded, unless the loss or damage has been caused by intentional act and/or by gross negligence.
- j. Whenever the term 'event' is used in this section, a series of events that can be led back to the same cause, or that can be closely connected, shall be considered as one event.
- k. The Client shall guarantee, hold harmless and indemnify the Company, its agents and subcontractors, against all claims by any third party for loss, damage or expense of whatsoever nature, including all legal expenses and related costs, and howsoever arising, relating to the performance, purported performance or non-performance, of any services.

6. Miscellaneous

- a. If any one or more of the provisions of these terms and conditions are found to be illegal or unenforceable in any respect, the remaining provisions shall not in any way be affected or impaired thereby.
- b. The Company shall have the exclusive right to use its corporate name. Any other use without prior written authorisation is not permitted.

7. Dispute settlement, law and jurisdiction

Unless specifically agreed otherwise, all disputes arising from services performed by the Company, and/or from contracts with the Company, shall be governed by Dutch law, and be settled at the Court of Groningen (*Rechtbank Groningen*) in The Netherlands.