

## General terms and conditions of Hobéon Groep BV

### 1. DEFINITIONS

In these general terms and conditions the following terms shall have the following meanings:

- a. **Hobéon:** Hobéon Groep b.v. as a private limited liability company and the subsidiaries affiliated with it.
- b. **Client:** The natural person or legal person who has placed an Order for Services with the contractor.
- c. **Order for Services:** Any work commissioned or performed by Hobéon on any other account.  
The above shall apply in the widest sense of the word and shall in any case comprise the work included in the confirmation of the Order for Services.

### 2. GENERAL

- a. Unless agreed otherwise in writing, these terms and conditions shall apply to all offers, estimates, services and agreements between Hobéon and the Client.
  - b. If one or more provisions of these general terms and conditions is/are declared non-applicable, the Client and Hobéon shall consult each other in order to agree replacing provisions while duly observing the objective and purport of the original provisions.
  - c. If there is any ambiguity regarding the interpretation of provisions of these general terms and conditions, the provisions shall be interpreted in accordance with the spirit of the provision(s) concerned.
  - d. If a situation arises between the parties that has not been provided for by these general terms and conditions, the situation concerned shall be assessed in accordance with the spirit of these general terms and conditions.
  - e. If Hobéon does not always demand strict compliance with these terms and conditions, this does not mean that its provisions are not applicable. Hobéon reserves the right to demand strict compliance with these terms and conditions.
- or estimates, if the Client can or should reasonably have suspected that the estimates or any part thereof contain(s) an obvious mistake or typo.
- c. The prices stated in an offer or estimate shall be exclusive of VAT and any other government levies and any costs to be incurred within the scope of the agreement. Unless explicitly stated to the contrary in the offer or estimate, the prices stated in an offer or estimate shall include: domestic travel and accommodation expenses and shipping and administrative costs.
  - d. If the Client's acceptance deviates from the offer or estimate, Hobéon shall not be bound thereto. In that case the agreement shall not be formed in accordance with this deviating acceptance.
  - e. Offers or estimates shall not automatically apply to future Orders for Services.
  - f. By placing an Order for Services with Hobéon, the Client declares to agree with the content and purport of these terms and conditions.

### 3. OFFERS

- a. Unless explicitly stated otherwise in any offers or estimates, all offers and estimates of Hobéon shall be without obligation.
- b. Hobéon cannot be held bound to its offers

### 4. THE AGREEMENT AND AMENDMENTS

- a. Based on the information provided by the Client, Hobéon shall estimate the time required for the execution of the Order for Services as exactly as possible and state that time in its offer. If and as soon as it appears during the execution of the Order for Services that the estimated time is not sufficient to execute the Order for Services, Hobéon will inform the Client accordingly.
- b. The time referred to under a. shall never

- be considered as a time that is of the essence. If the time is exceeded, a Client can demand performance from Hobéon, provided Hobéon is allowed a reasonable period of time to perform the agreement after all.
- c. Hobéon shall perform the agreement to the best of its knowledge and ability and in agreement with the requirements of good workmanship.
  - d. Hobéon shall not be liable for damage of any nature whatsoever, if Hobéon has based itself on incorrect and/or incomplete data provided by the Client.
  - e. Hobéon can arrange for certain work to be performed by third parties. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
  - f. If Hobéon or third parties engaged by Hobéon work at the location of or the location designated by the Client, the Client shall arrange for the necessary facilities free of charge.  
The Client shall also be responsible for the safety of employees of Hobéon or third parties engaged by Hobéon.
  - g. Hobéon shall be entitled to perform the agreement in several phases and to invoice these phases separately. To the extent that it is reasonably possible, these phases shall be specified in the offer.
  - h. Hobéon can suspend the execution of subsequent phases until the Client has approved the results of the preceding phase in writing.
  - i. The Client shall ensure that all the required data are timely provided to Hobéon. If these data have not been timely provided to Hobéon, Hobéon may suspend the performance of the agreements and charge the extra costs resulting from the delay to the Client in accordance with the then applicable rates. The period for execution shall not start until after the Client has provided the data to Hobéon.
  - j. If it should appear during the performance of the agreement that a proper performance requires an amendment of or addition to this agreement, the parties shall timely adjust the agreement in mutual consultation. If the nature, scope or content of the agreement is changed, this may affect the originally agreed amount and the agreed period for execution. In that case the amendment of or addition to the agreement shall be recorded in writing.
  - k. Hobéon can refuse a request for the amendment of the agreement while providing the reasons for doing so without defaulting.
  - l. If the Client is in default with anything he is required to do in relation to Hobéon, the Client shall be liable for all direct or indirect damage on the part of Hobéon.
  - m. Increases in rates caused by a change in the wages and costs occurring while any order is being executed shall be passed on to the Client by Hobéon.  
Hobéon shall also be entitled to increase the fee or the agreed price for reasons that could not reasonably be foreseen at the time the agreement was concluded, such as changes in the law.
  - n. If the price increase exceeds 10% of the agreed amount and occurs within three months after the agreement was concluded, the Client shall be entitled (based on Title 5, Section 3 of Book 6 of the Dutch Civil Code) to set aside the agreement by means of a written statement, unless:
    - Hobéon is prepared to perform the agreement on the basis of what the parties originally agreed after all,
    - the price increase results from a power or an obligation that Hobéon has by law.

## **5. SUSPENSION, DISSOLUTION AND PREMATURE TERMINATION**

- a. Hobéon shall be authorised to suspend the performance of its obligations or to dissolve the agreement if:
  - the Client does not, does not fully or does not timely comply with the obligations under the agreement;
  - Hobéon learns, after concluding the agreement, about circumstances that give rise to fear that the Client will not perform its obligations;
  - the Client was requested, when the agreement was concluded, to provide security for the compliance of its obligations under the agreement and no

- such security is provided; or
- Hobéon can no longer be required to perform the agreement on the originally agreed terms and conditions as a result of a delay on the part of the Client.
- b. Hobéon shall be authorised to set aside the agreement if circumstances arise which are such in nature that the performance of the agreement is impossible or if other circumstances arise which mean that the unamended continuation of the agreement cannot reasonably be required from Hobéon.
  - c. If the agreement is dissolved, Hobéon's claims against the Client shall become due and payable with immediate effect. If Hobéon suspends the performance of its obligations, Hobéon shall keep its rights under the law and any agreements.
  - d. If Hobéon suspends or dissolves the agreement, it shall not be required to compensate the resulting damage and costs in any way.
  - e. If the dissolution of the agreement is imputable to the Client, Hobéon shall be entitled to a compensation of its damage, including the direct and indirect costs, thereby caused.
  - f. If the Client fails to perform its obligations under the agreement and this non-performance justifies the dissolution of the agreement, then Hobéon shall be entitled to directly dissolve the agreement with immediate effect, without having to pay any compensation or an indemnity, while the Client *will* be required to pay compensation or an indemnity on account of breach of contract.
  - g. If the agreement is prematurely terminated by Hobéon, Hobéon will ensure in consultation with the Client that the work still to be performed is transferred to third parties. If the transfer of the work entails extra costs for Hobéon, these costs shall be charged to the Client. The Client shall be required to pay these costs within the period stated for this purpose.
  - h. In the case of i.) liquidation, ii.) a petition for a moratorium of payment or bankruptcy, iii.) a seizure of the Client's assets (if not lifted within three months), iv.) debt rescheduling or v.) any other circumstances meaning that the Client

can no longer freely dispose of his assets, Hobéon shall be free to directly terminate or annul the agreement with immediate effect, without any obligation to pay compensation or an indemnity. In that case Hobéon's claims against the Client shall be immediately due and payable.

- i. If the Client wholly or partly cancels a placed Order for Services, the costs already incurred for this work shall be fully charged to the Client.

## **6. FORCE MAJEURE**

- a. Hobéon shall not be required to perform any obligation to the Client, if Hobéon is prevented from doing so by any circumstance that is not attributable to Hobéon's fault and that is not for Hobéon's account by virtue of the law, any legal act or common opinion. The term "force majeure" in these general terms and conditions shall be understood to mean, in addition to what the law and case-law understand it to mean: i.) all external causes (whether foreseen or unforeseen) which Hobéon cannot exert any influence on, but which prevent Hobéon from complying with its obligations, ii.) strikes in the business of Hobéon or of third parties. Hobéon shall also be entitled to rely on force majeure, if the circumstance preventing the (further) performance of the agreement occurs after Hobéon should have performed its obligation.
- b. Hobéon can suspend its obligations under the agreement while the force majeure lasts. If this period exceeds two months, each party shall be entitled to dissolve the agreement without any obligation to compensate the other party's damage.
- c. To the extent that Hobéon has already partly performed or will be able to partly perform its obligations under the agreement at the time the force majeure sets in, and provided the part performed or to be performed has independent value, Hobéon shall be entitled to separately invoice the part already performed or to be performed. The Client shall be obliged to pay this invoice as if it concerned a separate agreement.

## **7. PAYMENT**

- a. Payment shall always be made within 14 days of the invoice date in a way to be indicated by Hobéon in the currency of the invoice.
  - b. If the Client fails to timely pay any invoice, the Client shall be in default by operation of law. In that case the Client shall owe interest at a rate of 1% per month, unless the statutory interest is higher, in which case the statutory interest shall be payable. The interest on the amount that is due and payable shall be calculated from the time the Client starts defaulting until the time of full payment of the amount that is due and payable.
  - c. Hobéon shall be entitled to first apply the payments made by the Client to the costs, then to the interest that has become due and finally to the principal and the accruing interest. Hobéon can refuse an offer for payment, without defaulting, if the Client indicates a different order for the allocation of its payment. Hobéon can refuse the full payment of the principal, if the interest that has become due and payable and the accruing interest and collection costs are not also paid simultaneously.
  - d. The Client shall never be entitled to offset the amount due to Hobéon. Objections to the amount of any invoice shall not suspend the Client's payment obligation. The Client, who shall not be allowed to rely on Chapter 6.5.3. (Sections 231 up to and including 247 of Book 6 of the Dutch Civil Code), may not suspend the payment of an invoice for any other reason either.
  - e. If the Client fails to (timely) perform its obligations, then all reasonable costs for the purpose of obtaining extrajudicial settlement shall be for the Client's account. Any collection costs incurred by Hobéon that were reasonably necessary and any legal expenses and execution costs shall be recovered from the Client. The Client shall also owe interest on the collection costs that are payable.
- any nature whatsoever that has arisen because Hobéon based itself on incorrect and/or incomplete data provided by the Client.
- c. If Hobéon is liable for any damage, then Hobéon's liability shall be limited to a maximum of twice the invoice value of the Order for Services to which the liability relates.
  - d. Hobéon's liability shall in any event always be limited to the amount of the payment made by its insurer, where appropriate.
  - e. Hobéon shall be liable for direct damage only.
  - f. The term "direct damage" shall solely be understood to mean: i.) the reasonable costs of determining the cause and scope of the damage, to the extent that it relates to damage within the meaning of these terms and conditions, ii.) the reasonable costs, if any, incurred to arrange that Hobéon's defective performance is compliant with the agreement, iii.) and to the extent attributable to Hobéon, the reasonable costs incurred to prevent or limit damage, provided the Client demonstrates that these costs have resulted in a restriction of the direct damage within the meaning of these general terms and conditions. Hobéon shall never be liable for indirect damage, including consequential damage, loss of profits, missed savings and damage as a result of business interruption.
  - g. The limitations of liability included in this article shall not be applicable, if the damage is due to an intentional act or omission or gross negligence on the part of Hobéon or its managerial employees.

## **8. LIABILITY**

- a. If Hobéon is liable, then this liability shall be limited to what these terms and conditions provide.
- b. Hobéon shall not be liable for damage of

## **9. INDEMNIFICATION**

- a. The Client shall indemnify Hobéon for any claims made by third parties who are suffering damage in connection with the performance of the agreement and the cause of which is attributable to parties other than Hobéon. If Hobéon is held liable on that account by third parties, the Client shall be required to assist Hobéon both in court and otherwise and to immediately do anything Hobéon may be expected to do in that case. If the Client

should fail to take adequate measures, Hobéon shall be entitled to proceed to do so itself, without any notice of default. All costs and damage on the part of Hobéon and third parties thereby caused shall fully be at the expense and risk of the Client.

#### **10. RESERVATION OF OWNERSHIP**

- a. Everything that is delivered by Hobéon within the scope of the agreement shall continue to be Hobéon's property, until the Client has properly performed all its obligations under the agreements concluded with Hobéon.
- b. Anything that Hobéon has delivered and comes under the reservation of ownership under a. may not be re-sold and may never be used as a means of payment. The Client shall not be authorised to create a right of pledge in respect of anything covered by the reservation of ownership or to encumber it in any other way.
- c. The Client shall always do everything it may reasonably be expected to do in order to secure Hobéon's ownership rights. If third parties seize anything that was delivered under the reservation of ownership or wish to create or assert rights thereon, the Client shall be required to immediately inform Hobéon hereof. Moreover, the Client undertakes to insure and keep insured anything delivered under the reservation of ownership against fire, explosion and water damage as well as against theft and to provide Hobéon with the policy of such insurance at the latter's first request. In the case of any payment under such insurance, Hobéon shall be entitled to these proceeds.

#### **11. DUTY OF CONFIDENTIALITY**

- a. Hobéon shall have a duty of confidentiality regarding data of the Client not accessible to third parties classified as confidential by the Client or which Hobéon should reasonably assume to be confidential in nature.
- b. This duty of confidentiality shall not apply to the extent that Hobéon would thereby act in breach of any statutory duty. In that case the duty of confidentiality shall not be lifted until

after the Client has been informed hereof.

#### **12. INTELLECTUAL PROPERTY**

- a. Hobéon reserves the rights and powers it has under the Dutch Copyright Act and any other legislation in the area of intellectual property. Hobéon can also use any additional knowledge it has obtained as a result of the performance of an agreement for other purposes as well, to the extent that no strictly confidential information of the Client is thereby made available to third parties.
- b. Certification schemes, qualification systems and other related documents are Hobéon's property under copyright law, unless agreed otherwise in writing.

#### **13. FINDING PLACE OF TERMS AND CONDITIONS**

- a. These terms and conditions were filed with the Chamber of Commerce in The Hague on 7 January 2014 under number 27137448.
- b. The version as filed at the time the legal relationship with Hobéon came into existence shall always be applicable.

#### **14. APPLICABLE LAW AND DISPUTES**

- a. All legal relationships to which Hobéon is a party shall be exclusively governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.
- b. The court of Hobéon's place of business shall be exclusively competent to hear any disputes, unless any mandatory provision of law provides otherwise.
- c. The parties shall only apply to a court of law after having made every effort to settle the dispute amicably.
- d. If an applicant or certificate holder is not satisfied with the manner in which Hobéon has handled any matter, including dissatisfaction with the audit team, the report or the certification or auditing process, a complaint about this can be lodged. Complaints shall be handled in conformity with a complaints procedure adopted by Hobéon and published on Hobéon's website ([www.hobéon.nl](http://www.hobéon.nl)).