

Conditions for Normec Maritime Testing Services orders

These conditions set out rules, which apply in particular between the client and Normec Maritime Testing Services when accepting and executing an order for sampling and/or research and/or consultancy, the results of which are in principle intended for internal use by the client. Research shall mean full or partial examination of the quality and/or properties of sample, products, processes, systems or services manufactured, applied or supplied by the client or by third parties. Quality means the extent to which the properties as a whole of a sample, product, process or service meet the requirements imposed on it as a result of its use. These requirements may be agreed with the client in the form of specifications or laid down in certain standards. A standard means a publicly available written document containing specifications, drawn up in cooperation with and with the approval of all interested parties, based on the established results of science, technology and experience, accepted by a recognised body at national or international level and aiming at achieving optimal benefits for the community.

1. Scope of the assignment, offer

1.1 The scope of the order is determined by the description of work included in the offer, including all changes made afterwards by mutual agreement.

1.2 A contract for the performance of work commissioned shall come into effect when an offer issued by Normec Maritime Testing Services is confirmed in full by the client.

1.3 Unless stated otherwise in the offer, Normec Maritime Testing Services shall maintain the offer for two months after the offer date.

1.4 Changes, additions and/or extensions to the order, or deviations from these conditions shall only be binding after they have been agreed in writing between the parties.

2. Execution of the assignment, result

2.1 The order will be executed within the term stated in the offer. Stated times of execution shall never be regarded as deadlines, unless explicitly agreed otherwise. If the order is not carried out on time, Normec Maritime Testing Services shall therefore be placed in default in writing. Exceeding the term of execution shall not oblige Normec Maritime Testing Services to pay any compensation and shall not entitle the customer to cancel the contract.

2.2 Unless stated otherwise in the offer, Normec Maritime Testing Services shall perform the examination. Normec Maritime Testing Services shall, however, be free to outsource part of the offer to another company qualified to do so.

2.3 In the event that testing (partly) involves samples, the customer shall bear sole responsibility for the selection, representativeness and provision to Normec Maritime Testing Services of the samples to be tested, except where sampling is required to be carried out by the testing agency.

2.4 Unless agreed otherwise when the order was granted or subsequently, Normec Maritime Testing Services shall not be obliged to commence the examination before all samples to be examined have been made available to Normec Maritime Testing Services.

2.5 Normec Maritime Testing Services shall inform the client of any unmistakable shortcomings in the agreed examination methods and other details revealed during the examination which, in the opinion of Normec Maritime Testing Services, are of importance to the client.

2.6 The result of the examination and testing shall be recorded in a written report which shall be made available to the client.

3. Confidentiality

3.1 Normec Maritime Testing Services shall be obliged to keep secret, for a period of five years from the date of the final invoice, any non-publicly accessible information of the client to which Normec Maritime Testing Services becomes privy during the performance of the assignment and which has been explicitly marked as confidential by the client, as well as the results of the testing reported to the client.

3.2 If such has been agreed when the order was awarded, Normec Maritime Testing Services undertakes to keep the name of the client and the fact that the study was performed confidential for a period ending five years after the date of the final invoice.

3.3 Apart from the obligations arising from clauses 3.1 and 3.2, Normec Maritime Testing Services shall have no duty of confidentiality whatsoever.

3.4 If misunderstandings arise as a result of the disclosure of results of the testing by the client, this shall release Normec Maritime Testing Services from the obligation of confidentiality to the extent Normec Maritime Testing Services reasonably requires to provide explanations of the results to third parties.

3.5 Normec Maritime Testing Services' duty of confidentiality shall not apply insofar as it conflicts with Normec Maritime Testing Services' statutory duties and obligations, nor when and insofar as Normec Maritime Testing Services observes a serious danger to persons or property. In the latter case, Normec Maritime Testing Services shall, if possible, consult with the client before notifying the 'state of danger' to those whose person or property is threatened and/or the competent authorities.

3.6 The permission of the client shall be required for the engagement of third parties other than Normec Maritime Testing Services in the execution of the order, if and insofar as this involves foreseeable risks relating to confidentiality.

3.7 The Customer undertakes to keep confidential all information and/or knowledge outside the scope of the order which comes to the knowledge of the Customer and/or his staff through their stay in the buildings and/or on the grounds of Normec Maritime Testing Services and of which the Customer and/or his staff may know, or may reasonably suspect, that it should be kept confidential. When staying in the buildings and/or grounds of Normec Maritime Testing Services the Customer and/or his staff are obliged to comply with the 'house rules' applicable to the users of the buildings or grounds in question. The Client shall ensure that its staff behave in accordance with the above provisions.

4. Right of use and publication

4.1 The client shall have the exclusive right to use the results of the test, as contained in the written report issued by Normec Maritime Testing Services, for internal use. In case the client is a certification body, internal use shall include issuing certificates, approvals, attestations etc. for third parties, (partly) based on the data contained in the report issued by Normec Maritime Testing Services. A certification body means a body with legal personality which certifies products, services, companies or institutions in accordance with a written system.

4.2 Subject to the provisions of article 4.1, Normec Maritime Testing Services shall be entitled, to the exclusion of the Customer, to use for itself and for and by third parties, or to have them use the following:

- a. the knowledge and experience present at Normec Maritime Testing Services when accepting the order;
- b. the new specific knowledge and data acquired during the execution of the order; the above including calculation methods, software and experimental working methods, whether or not arising from the execution of the order. The provisions hereof shall not affect Normec Maritime Testing Services' obligations of confidentiality as contained in Article 3.

4.3 Without the prior written permission of Normec Maritime Testing Services, the Client shall not be permitted:

- a. publish or cause to be published, in full or in part, the report issued by Normec Maritime Testing Services. Publication shall be understood to include making it available for inspection by third parties.
- b. use the report issued by Normec Maritime Testing Services, in full or in part, or allow it to be used, for the purpose of making claims, for conducting legal proceedings and for advertising.
- c. to use the name of Normec Maritime Testing Services, in any connection whatsoever, for one or more of the aforementioned purposes.

5. Price and payment

5.1 If the offer includes a 'fixed price', this price shall be regarded as the agreed price. If the offer does not include a 'fixed price', the customer and Normec Maritime Testing Services shall agree that the amount payable shall be determined by subsequent calculation on the basis of Normec Maritime Testing Services' usual rates and methods. If in the latter case the offer includes a 'target price', the amount stated shall indicate no more than a non-binding estimate of the costs.

5.2 For orders of €11,300 and above with an expected duration of 3 months or longer, Normec Maritime Testing Services may, if requested by the Customer, apply a limit amount. This shall automatically release Normec Maritime Testing Services from the obligation to continue the work insofar as this would require more to be spent on the execution of the order than corresponds to this limit amount.

5.3 If no 'fixed price' is included in the offer and the order involves an amount in excess of €11,300, Normec Maritime Testing Services shall, if so requested by the client when placing the order, specify the relevant invoice.

5.4 Unless stated otherwise, all amounts quoted by Normec Maritime Testing Services in the offer are exclusive of VAT.

5.5 Normec Maritime Testing Services is entitled to invoice customers for contracts with a duration of at least one month. If included in the offer, Normec Maritime Testing Services may require advance payment or otherwise demand security for the fulfilment of the customer's payment obligations.

5.6 Payment shall be made within 30 days of the invoice date in euros and on the account stated on the invoice. Set-off is not permitted.

5.7 If payment has not been made within 30 days of the invoice date, the client shall owe default interest equal to 1.5% per calendar month or part of a calendar month from the date of default, calculated on the price referred to in article 5.1 or the part thereof still unpaid. All extrajudicial costs to be incurred by Normec Maritime Testing Services shall also be borne by the customer. These extrajudicial collection costs shall be set at 15% of the principal sum and interest, with a minimum amount of € 125, or at the collection rate of the Netherlands Bar Association applicable at that time.

5.8 Payments made by the client always serve to settle all interest and costs due and subsequently due and payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

5.9 From the day the client is in default, all other claims against the client become immediately due and payable.

6. Liability

6.1 The client must lodge complaints in writing, stating reasons, about missing, unordered or performed work within 8 days of the complaint being established. If this period is exceeded, all claims in respect of defects or faults regarding work delivered or carried out lapse.

6.2 In the event of an attributable failure to perform the contract, Normec Maritime Testing Services shall not be liable for any losses suffered by the client or any third party, without prejudice to the provisions of articles 6.3 and 6.4, except in the event such losses can be attributed to intent or gross negligence on the part of Normec Maritime Testing Services. The burden of proof regarding such intent or gross negligence shall rest with the Client.

6.3 Normec Maritime Testing Services and/or any persons used and/or engaged in the performance of the order shall not be liable for any loss suffered by the Customer during or as a result of the application or use of the results of Normec Maritime Testing Services' work, unless intent or gross negligence on the part of Normec Maritime Testing Services and/or any persons used and/or engaged by Normec Maritime Testing Services in the performance of the order applies.

6.4 The client shall indemnify Normec Maritime Testing Services and/or any persons used and/or engaged by Normec Maritime Testing Services in the execution of the order against all claims from third parties for damages suffered by such third parties arising from the application or use of the results of the work of Normec Maritime Testing Services by the client, except insofar as such damages are for the account of Normec Maritime Testing Services pursuant to the provisions of article 6. 2 for the account of Normec Maritime Testing Services, unless intent or gross negligence on the part of Normec Maritime Testing Services and/or on the part of persons used and/or engaged by Normec Maritime Testing Services in the execution of the order.

6.5 If the client is aware or ought to be aware of any hazardous properties of substances or goods that the client makes available to Normec Maritime Testing Services or allows to be tested in connection with the order, the client shall be obliged to inform Normec Maritime Testing Services of such properties and, if possible, clearly mark the substance or

goods or their packaging as hazardous. Failing this, the customer shall be liable to Normec Maritime Testing Services and/or any persons used and/or engaged by Normec Maritime Testing Services for the execution of the order for any damage arising from any such failure to notify Normec Maritime Testing Services of the properties of the substance or goods. In that case, the customer shall indemnify Normec Maritime Testing Services and/or any persons used and/or engaged by Normec Maritime Testing Services for the execution of the order against any claims from third parties.

6.6 The Customer shall be liable for any damage suffered by Normec Maritime Testing Services and/or persons used and/or engaged by Normec Maritime Testing Services in the performance of the assignment, while staying on the Customer's premises or the premises of third parties in connection with the assignment, unless the damage was caused through the fault of Normec Maritime Testing Services and/or persons used and/or engaged by Normec Maritime Testing Services in the performance of the assignment. Any stipulations to the contrary agreed with persons used and/or engaged by Normec Maritime Testing Services in the performance of the assignment when entering the premises shall supersede this stipulation.

6.7 Normec Maritime Testing Services and/or any persons used and/or engaged by Normec Maritime Testing Services in the execution of the order shall not be liable for damage to or the destruction of items made available to Normec Maritime Testing Services by the customer if the nature of the examination entails damage or destruction or the risk thereof. In case Normec Maritime Testing Services is liable for damage to goods where the risk referred to in the preceding sentence is not present, the same limitation as contained in Clauses 6.1 and 6.10 shall apply.

6.8 Normec Maritime Testing Services shall not bear any risk for damage suffered by the Customer or its staff while staying on Normec Maritime Testing Services' premises, unless the damage was caused through the fault of Normec Maritime Testing Services and/or any persons used and/or engaged by Normec Maritime Testing Services in the execution of the order.

6.9 In the event that Normec Maritime Testing Services is liable for damages resulting from breach of the duty of confidentiality as referred to in article 3, the same limitation as contained in articles 6.1 and 6.10 shall apply.

6.10 The damages to be paid by Normec Maritime Testing Services for attributable failure in the performance of the contract shall in no case exceed the amounts (excluding turnover tax) invoiced by Normec Maritime Testing Services to the Customer by virtue of the contract. If and insofar as the agreement is a continuing performance contract, the damages due to attributable failure shall in no case exceed the price (exclusive of turnover tax) stipulated in the relevant contract for the performance of Normec Maritime Testing Services in the period of 3 months preceding the default.

7. Storage of samples

7.1 Normec Maritime Testing Services shall store the samples offered for testing or the remnants thereof if possible until 2 weeks after the date of reporting. Any costs involved shall be included in the price stated in the offer. If the client has not made arrangements for the return of samples made available to Normec Maritime Testing Services in connection with the order within two weeks of the reporting date, Normec Maritime Testing Services shall be free to take appropriate measures. Any associated costs shall be borne by the client.

8. Miscellaneous

8.1 If work is carried out on the client's premises in connection with the order, the client shall, at Normec Maritime Testing Services' timely request, make auxiliary personnel and equipment available to Normec Maritime Testing Services free of charge.

8.2 If the client fails to comply with any of the essential obligations under the contract, Normec Maritime Testing Services shall notify the client in writing and give the client a reasonable opportunity to fulfil his obligations. If the client fails to fulfil its obligations within the set term, its rights under this agreement shall lapse.

9. Disputes

9.1 All disputes that may arise as a result of the present agreement, or further agreements resulting from it, shall be settled by a competent court in the Netherlands.

9.2 The agreement shall be governed by Dutch law.