



# ITS

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## GENERAL TERMS AND CONDITIONS

### 1 Applicability

- 1.1 The general terms and conditions are applicable on all agreements, assignments, and offers in which International Test Solutions FA, from this point forward referred to as ITS, is the providing party. Alterations and/or supplements are only applicable when these are agreed upon in writing.
- 1.2 Deviations of these general terms and conditions are only applicable when they are put in writing and when both parties have agreed that the agreement in question is in use.
- 1.3 Possible (general) terms of a third party are only applicable insofar when ITS accepts these inexplicitly in writing.

### 2 Realization agreement

- 2.1 An agreement between parties is realized by an offer from one party and by the written acceptance from the other, either this or by the written consent by ITS of an oral agreement between both parties.
- 2.2 All offers, including proposals, of ITS are non-committal and are valid for 30 days after said date, unless it is stated otherwise in the proposal. If the offer is not accepted within the said period, the offer expires. After which, ITS can repeat the offer whether or not it has been altered.
- 2.3 ITS has to present the content of the closed the agreement or the written consent in full and correctly.

### 3 Mutual obligations

- 3.1 The obligations of ITS are never more than what has been confirmed in writing in the agreement.
- 3.2 Possible complimentary agreements and/or commitments that are made after closing the agreement are only binding when they are confirmed in writing by ITS.
- 3.3 The other party will provide ITS timely with all information which is needed for the execution of the agreement and will support ITS to execute the agreement in the correct way.
- 3.4 The other party vouches for the correctness, completeness and trustworthiness of all supplied information, even when it originates from a third party.
- 3.5 The other party is obligated to meet, if needed, all necessary preventive (safety-) measures to prevent that ITS suffers damage during the execution.
- 3.6 If the execution of the agreement is delayed because the other party does not fulfill its obligations, the damage will be invoiced with the other and/or third party and ITS is entitled to invoice the extra needed work.
- 3.7 The other party is not entitled to hand over its rights and obligations to another party without written consent from ITS.

### 4 Execution

- 4.1 ITS will hold into account the reasonable wishes of the other party as much as possible during the execution of the agreement, as long as this is favourable for a tolerable execution of the agreement.
- 4.2 ITS has the right to let third parties to do certain tasks, unless there has been decided within the agreement not to do so.
- 4.3 ITS takes on work obligations entering into the agreement and is obligated to execute the agreement to its best insight and power, and will act as attentive professional workers.
- 4.4 Tasks will be planned after ITS has received a written assignment supplied with an assignment number and the name of the contact person. If an assignment is canceled within 24 hours before the tasks were to be executed, a minimum price of 4 hours of the said hourly rate will be invoiced.

### 5 Fee / rate and payment

- 5.1 Parties can agree on an hourly rate or a fixed fee when the agreement is being set up. The agreed upon hourly rate or fixed fee does not include VAT and other taxes imposed by the government.
- 5.2 The invoices of ITS should be paid within 30 days after the invoice date to the provided account number by ITS, in the absence of the payment the other party is legally in default, without a warning or notice of default being required.
- 5.3 If the other party is in default, ITS has the right to all receivables of the other party - without prejudice to the miscellaneous rights of ITS. Moreover, ITS has the right to suspend its services without being responsible for possible damage as a consequence.
- 5.4 If the other party is in default, ITS has to right to invoice the lawfully interest per month to the other party without announcing it, in which a part of a month is calculated as a full month, as well as invoice extrajudicial costs for an amount of 15% of the open claim with a minimum of EUR 100,-
- 5.5 The other party is, with no exception, responsible for all legally and extrajudicial made costs, also when the made costs excel the possible legal costs that ITS had to make due to the recovery of the amounts on the basis of this article, including the costs of legal assistance.
- 5.6 Payments by the other party shall successively be deducted from the costs referred to in article 5.5, the costs referred to in article 5.4 and the main sum, regardless of whether the other party has indicated a different order.
- 5.7 Possible protest against the height of the invoice by ITS needs to be made apparent in writing within 14 days after the send date. If the protest or the motivation of the protest fails to occur within the stipulated period, the other party has agreed to the height of the invoice. Protest does not suspend the other party, unless ITS has let the other party know in writing that the protest is justified.



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## 6 Alterations of the agreement and additional work

6.1 Unless agreed upon otherwise, both parties can agree upon an alteration or extension of the agreement and the resulting obligations will be altered and/or extended in the agreement. If there are no written agreement of the associated costs, the fixed fee or hourly rate from article 5 of these general terms and conditions will apply for these tasks.

6.2 The other party accepts by altering the works (as meant in the previous paragraph) that the agreed upon expected and date of the work can be influenced. ITS cannot be held responsible for any damage as a result.

6.3 If an alteration is needed according to ITS to meet the obligations of the other party, ITS is entitled to alter the agreement one-sided, unless the reasonableness and fairness are compromised.

## 7 Supremacy

7.1 ITS is not obliged to fulfill its obligations, unless it is impeded by supremacy as mentioned in article 75, book 6 of the Civil Code.

7.2 When supremacy is deemed to exist as a result of any circumstances, foreseen or unforeseen, it can no longer be reasonable to require of ITS to fulfill its obligations (further). This includes sickness of deployed employees, transporting difficulties, fully or partially shortcomings of suppliers, restricting government actions on which ITS cannot exert any influence, resulting in ITS not being able to fulfill its obligations of the agreement.

7.3 In the case of supremacy, the other party will be informed as soon as possible in writing, if needed with possible evidence.

## 8 Interim termination

8.1 Interim termination of the agreement is only possible by ITS and with a 2 week period of notice, unless agreed otherwise in writing and keeping in mind paragraph 8.2. Termination needs to be done in writing and will not lead to ITS being responsible for possible damage that the other party might suffer.

8.2 If ITS hires a third party during the term of the agreement and the third party and their agreement with ITS end in the interim; ITS is entitled to end the agreement with the other party in the interim without considering the term of notice and ITS will not be responsible for possible damage as a consequence.

8.3 Both parties have the right to end the agreement in the interim partially or fully without considering the term of notice, without a notice of default or judicial intervention being required and without the cancelling party being liable to pay compensation when:

- the other party fails to fulfill one or more obligations from the agreement and fails repair this within four weeks after giving notice to the former party;
- the other party calls on supremacy and the supremacy period has been longer than three months, or when this period will take longer than three months;
- the other party has asked for suspension of payment, the other party has been declared bankrupt, has been put into a state of liquidation or when an interim administrator has been appointed over its assets fully or partially;
- the other party not fully or timely fulfills one or more of the obligations of the agreement, despite being given the opportunity to do so and being urged to do so.

8.4 Exceeding an agreed deadline does not give the other party the right to terminate the agreement prematurely, or to refuse the purchase of or payment for services, unless he has provided ITS with a reasonable term for the delivery in writing and ITS is not willing comply with this deadline within this period to meet its obligations.

## 9 Liability

9.1 ITS is only liable towards the other party for a shortcoming in the execution of the agreement, if and insofar as this shortcoming consists of not taking into account the care and expertise that might be relied upon during the execution. ITS is however entitled at any time to have the damage made undone by the other party as far as possible.

9.2 ITS is not responsible for:

- damage developed at the other party or third party which is the consequence of ITS getting the wrong or incomplete information by or in the name of the other party;
- damage developed at the other party or third party which is a consequence of the actions and omissions of hired third parties by the other party - including employees of the other party -, even if they are employed by an organization connected to ITS.
- loss of profit, indirect or consequential damage developed at the other party or third party

9.3 The total liability of ITS due to accountable shortcoming(s) in fulfillment of the agreement is at all times limited to compensation of the direct damage and to a maximum of the amount of the order sum declared to the other party until the moment of the error. For assignments with a duration of more than one year, the compensation is limited to a maximum of once the annual fee.

9.4 The liability of ITS due to accountable shortcoming(s) in fulfillment of the agreement only arises if the other party puts ITS, in writing, immediately and thoroughly in default, thereby setting a reasonable term for the repair of the shortcoming(s), and also if ITS continues to fall short after this period in the fulfillment of the obligations.

9.5 The other party indemnifies ITS for any liability as a result of claims by third parties, as well as for damage which is caused by acts or omissions of third parties involved in the execution of the agreement.

9.6 Apart from the liability referred to in Article 9, ITS is not liable for any compensation towards the other party and/or third parties, regardless of the grounds on which an action would be based.



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## 10 Confidentiality and diligence

10.1 Both parties is obliged to keep all information confidential that has come to its knowledge in the context of the agreement and of which the confidential nature is known, or of which the other party could reasonably have understood the confidential character.

10.2 Both parties will exercise the greatest possible care when using the information that came to its knowledge in the context of the agreement.

## 11 Intellectual Property

11.1 All rights with regard to products of the mind which ITS develops or uses in the context of the agreement, including advice, working methods, (model) contracts, systems, system designs and computer programs, belong to ITS insofar as these do not already belong to third parties.

11.2 Except when the other party has prior written consent of ITS, the other party is not allowed to use, multiply, disclose or exploit the aforementioned products of the mind or make recordings thereof on data carriers, whether or not together with or through the involvement of third parties.

11.3 The other party indemnifies ITS against claims from third parties in respect of any violations of third party property rights.

## 12 Applicable law and disputes

12.1 The Dutch Law is applicable on all agreements with ITS.

12.2 All disputes which may arise between ITS and another party as a result of an agreement or agreements that may have resulted therefrom shall be adjudicated by the competent court in Dordrecht, unless ITS chooses to submit the dispute to another court.

12.3 All reasonably made judicial and extrajudicial costs, which are the result of non-performance by the other party of obligations arising from the agreement, are at the expense of the other party.

## 13 Final provisions

13.1 ITS is authorized to alter these general terms and conditions. The latest version of the general terms and conditions is applicable.

13.2 In the event that one or more regulations of these general terms and conditions are proven to be invalid or destroyed, the previous regulation(s) will remain in full force. For the missing or destroyed regulation(s) a legally valid provision will then take place, which fills in the missing or destroyed regulation(s) as closely as possible in terms of content, scope and effect.