

GENERAL TERMS AND CONDITIONS MPS-ECAS

General terms

Article 1

1. These general conditions apply to all agreements, among which those regarding the rendition of services, and all negotiations, offers, including tenders to which MPS-ECAS B.V. (Netherlands private limited company), hereinafter to be called MPS-ECAS, is a party.
2. Deviating conditions are valid only if the involved parties have a written agreement on this and are exclusively valid for the agreement for which they have been created: otherwise the present general conditions remain effective.

Offers / conclusion of the agreement

Article 2

1. Unless explicitly indicated otherwise, all offers by MPS-ECAS, as well as all which is mentioned by them on application forms and in offers, catalogues, advertisements or pictures including data concerning capacity, achievements or results communicated in this or any other way, are without engagement. MPS-ECAS is not bound to the given information and does not accept any responsibility for the consequences if the customer relies on it.
2. An agreement is concluded by written acceptance of a customer's order by MPS-ECAS or by MPS-ECAS starting the execution of the customer's order

Price (adaptation)

Article 3

1. All prices and fees agreed upon are binding and do not include any payable shipping costs, sales tax, other charges imposed by third parties, and the like.
2. MPS-ECAS is fully entitled to raise the agreed prices if changes in one or more of the factors which influence the cost price give reason to this after conclusion of the agreement but before delivery or execution of the agreement.
3. If and as far as price changes will lead to a difference with the agreed prices of more than 20%, MPS-ECAS is prepared to examine if MPS-ECAS can agree to annulment of the agreement when a written request to that effect is made to them by the customer.
4. All prices are in Euros unless explicitly agreed otherwise in writing.

Terms of delivery

Article 4

1. Unless explicitly indicated otherwise in writing, all terms of delivery are indicative only. Should delivery terms not be met MPS-ECAS will not be bound to indemnify the customer for any loss or damages.

Customer's cooperation

Article 5

1. In case MPS-ECAS cannot perform audits at the customer's due to a reason that is for the responsibility of the customer, or that for any other reason should come for the risk and/or account of the customer, the customer is to reimburse all MPS-ECAS's direct and indirect costs and damages.
2. The customer is responsible for the correct use and the correct application of the procedures and conditions regarding Certification of MPS-ECAS, as well as the implementation of these and the

necessary procedures in his organisation. The customer will also (have) implemented or carried out the updates and other directions supplied by MPS-ECAS.

3. If it has been agreed upon that the customer will provide materials or data on data carriers, these will meet the specifications required to fulfil the duties.
4. If employees of MPS-ECAS happen to perform activities in the customer's office or at its premises, the customer will see to it that these employees can perform their activities undisturbed and he will provide them with desired reasonable facilities free of charge.

Complaints and reclamation

Article 6

1. The customer should report complaints as referred to in the MPS-ECAS Regulation for quality system certification, product certification and inspection certification to MPS-ECAS in writing, within a reasonable period of time after delivery and/or after executing the activity.
2. Complaints implying reclamation of amounts invoiced to the customer, as well as complaints concerning non conformities in the invoice, should be let known to MPS-ECAS in writing within 8 days after the date of delivery of the invoiced product or service or, in case of non conformity of the invoice, after the date of the invoice.
3. A complaint does not suspend the obligation to pay.

Liability

Article 7

1. The liability of MPS-ECAS is at all times restricted to the net amount invoiced in direct relation to the complaint.
2. MPS-ECAS is never liable for indirect costs and indirect damages among which, but not limited to, consequential loss, lost profits, missed savings and damages because of stagnation of the business.
3. MPS-ECAS and the customer safeguard each other from all third party claims for compensation of damages and other claims, directly or indirectly related to the execution of the agreement between MPS-ECAS and the customer.
4. MPS-ECAS is never liable for (the consequences of) mutilation or loss of data or processed data during transfer of data by means of telecommunication facilities.

Force Majeure

Article 8

1. Force Majeure relieves MPS-ECAS of its obligations towards the customer. MPS-ECAS is entitled either to nullify the agreement without intervention of the court without therefore being liable for damages, or to postpone the obligations from the agreement for a reasonable period of time, which is to be determined by herself.
2. Force Majeure is considered to be an event or condition which has a clearly assignable and direct influence on (the organisation of) MPS-ECAS or a third party from which MPS-ECAS obtains goods or services like, but not limited to: serious disturbances in the production process, fire, traffic disruptions, strikes, illness of employees, restrictions by the government, unpredictable calamities among which but not limited to serious plant diseases and plagues as well as obvious changes in the actual circumstances which influence the cost price factor or possibilities of delivery in a direct or indirect way, since the conclusion of the agreement.
3. In case of force Majeure, notice is given to the customer by MPS-

ECAS as soon as possible.

Payment
Article 9

1. Unless explicitly agreed on otherwise in writing, all payments should be made within 14 days after the date of invoice, without any right for discount or debt settlement, also in case of bankruptcy.
2. If the customer has not paid within the period of time mentioned in clause 9.1 he is officially in default. This gives MPS-ECAS the right to without further notice or proof of default bring into account an interest of 1% per month from the due date till the date of full payment. Any part of the month will count as a full month. This does not imply waiver of any other right granted MPS-ECAS by law.
3. All costs that result form in court or out-of-court collection of sums due by the customer are to be paid by the customer.

Invoicing
Article 10

1. Generally, services will be invoiced after Certification or termination of the certification examinations. In case of periodical inspections, services will be invoiced after termination of each inspection. MPS-ECAS reserves the right :
 - to (partly) invoice before the execution of certification activities and
 - to invoice yearly fees or participation costs before the term has started.
2. Should MPS-ECAS within a term of 6 months after signing of the agreement not have been able to render the services mentioned in the agreement or in the project plan, MPS-ECAS will still have the right to invoice these services, unless the cause for not having been able to render these services was due to a reason that is for the responsibility of MPS-ECAS or should for other reasons come for the risk and/or account of MPS-ECAS

Confidentiality
Article 11

Parties oblige themselves to keep the other party's confidential information secret. Both parties will take reasonable precautions in order to fulfil this obligation as good as possible.

User's rights
Article 12

1. The copyright and all other intellectual property rights regarding all analysis, designs, software, documentation, reports and offers as well as any other data originating from MPS-ECAS remain exclusively with MPS-ECAS. The customer only obtains user's rights and/or other rights when these are explicitly granted by means of a separate agreement in writing.
2. If MPS-ECAS grants rights to the customer as referred to in clause 12.1, these only last for the term of the agreement. User's rights are not transferable without the written consent of MPS-ECAS. The customer is not permitted to let, sell, transfer, lease, put in pledge, use as a security or have them used by third parties for what any purpose whatsoever.

Applicable legislation and competent court
Article 13

1. All offers and assignments as well as the agreements concluded with the customer are solely subject to application of Dutch law.
2. Each dispute which might arise from the agreements mentioned in

clause 13.1 and for which the Kantonrechter (sub district court) is not competent shall be brought before the judge of the arrondissementsrechtbank (district court) in The Hague.

Final provisions
Article 14

The present terms and conditions are a translation from terms and conditions drawn up in Dutch. The Dutch version is leading. In case of any interpretation difference the Dutch text will prevail.

Registered under nr. 28073898 at the Kamer van Koophandel (Chamber of Commerce) Haaglanden.