

**General terms and conditions for contracts
awarded to SKG-IKOB CERTIFICATIE B.V.**

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SKG-IKOB CERTIFICATIE B.V.

T 088-2440100
E info@skgikob.nl

Visiting address
Poppenbouwing 56
4191 NZ Geldermalsen

Postal address
PO Box 202
4190 CE Geldermalsen

January 1, 2018

PREAMBLE

SKG-IKOB Certificatie B.V. (hereinafter referred to as "SKG-IKOB") aims to promote the overall quality management in the construction, built environment, housing, and care industries. Hereto it conducts, among other things, commissioned research; supports (industry) organizations developing products and services; offers its expertise and carries out certification and attestation work within the aforementioned industries. For contracts involving certification, inspection and attestation activities, whether or not under accreditation, the detailed terms and conditions have been included in the current SKG-IKOB Regulations for Attestation, Certification and Inspection.

The following principles apply to all SKG-IKOB's activities:

- Perfect impartiality and independence, supervised by the Committee for Safeguarding Impartiality.
- Expertise of its employees and any third parties and persons engaged by it.

These General terms and conditions shall replace the General terms and conditions for contracts awarded to SKG-IKOB Certificatie B.V. of 1 January 2016.

Adopted by the board of SKG-IKOB CERTIFICATIE B.V. on 6 November, 2017, and will be effective on January 1, 2018. Deposited on December 13, 2017, with the Midden-Nederland District Court under number: 344/2017.

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1. General provisions

1.1 Terminology

The following words in these General terms and conditions have the following meanings:

SKG-IKOB: SKG-IKOB Certificatie B.V., established in Geldermalsen [The Netherlands], listed in the commercial register of the Dutch Chamber of Commerce in Utrecht under number KVK 24164317, as well as any trading names deposited by this company with the Chamber of Commerce.

Offer/quotation: The offer or quotation that was submitted to the applicant by SKG-IKOB to carry out works or to supply goods or services, according to a description that was submitted with it.

Applicant: Natural or legal person who has requested in writing to be eligible for goods or services to be provided by SKG-IKOB.

Attestation: Activities for which an independent authority may declare that the properties of a building element are in accordance with certain requirements, provided that the building element was manufactured in the manner as prescribed in the attestation in accordance with the technical specifications as described in the attestation.

Approval: A quality certificate issued on the basis of an assessment basis, in which SKG-IKOB, in accordance with the provisions of the SKG-IKOB Regulations for Attestation and Certification, declares that the properties of the materials, software, building components, and building elements are in compliance with certain requirements.

Certificate: A quality certificate, issued by SKG-IKOB, in accordance with an assessment basis, and following the provisions of the SKG-IKOB Regulations for attestation and certification, stating that there are legitimate expectations that the product, process, service, management system, or person, which has been identified by the certificate holder, consistently conform(s) to the specifications as defined in the assessment basis, and/or has been implemented or functions in accordance with the applicable requirements. Unless otherwise stated, the product, process, or service that is provided under the certificate.

Inspection Certificate: A once-off quality certificate issued by SKG-IKOB, in accordance with an assessment basis and the provisions of the SKG-IKOB Regulations for attestation and certification, wherein SKG-IKOB declares that at the time of the inspection, the properties of a building (component) or building element were consistent with the provisions of the assessment base.

Certification: Activities for which an independent authority may declare that there are legitimate expectations that a clearly defined certification matter is in compliance with a certain standard or with any other requirements setting document.

Term of validity: Term which, if included in the offer/quotation, indicates that if the applicant awards the contract within this term, the work shall be carried out by SKG-IKOB in accordance with the provisions of the application/quotation.

Hiring: Any persons and/or organizations hired by SKG-IKOB to carry out work, for which SKG-IKOB will be responsible, in accordance with SKG-IKOB's quality standards, operating procedures, work instructions, formats, etc.

Contract: The offer/quotation that has been accepted and signed by the client.

Client: The natural person or legal entity offering a contract to SKG-IKOB.

Agreement: The agreement, which has come about when the client accepts the offer and any (legal) acts in execution of this agreement and, in retrospect, any (legal) actions required for entering into this

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agreement. Agreements or contracts to conduct attestation and/or certification research are restricted to the execution of this research. The agreements or contracts are not to be construed as a decision to grant the attestation or the certificate, respectively.

SKG-IKOB Regulations for Attestation, Certification and Inspection: The current SKG-IKOB regulations, setting out the framework for attestation, certification and inspection activities. The Regulations are a specific addition to these General terms and conditions.

Outsourcing: Commissioning SKG-IKOB to order individuals and/or organizations, to carry out work, under an agreement and/or contract, under the responsibility of and in accordance with the quality standards, operating procedures, work instructions, formats, etc. of the respective individuals and/or organizations.

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2. Generalities

1. These General terms and conditions are part of any agreements, and shall apply to any (other) acts and legal acts of SKG-IKOB and the client, insofar as the other terms and conditions have been otherwise agreed, as evidenced by the written confirmation of SKG-IKOB. The current Regulations for attestation, certification, and inspection of SKG-IKOB and its trading names, as published on SKG-IKOB Certification B.V.'s website, are to be regarded as a substantiation of these General terms and conditions for certification, inspection and attestation work.
2. The applicability of any general or specific terms or conditions or stipulations of the client shall be expressly rejected by SKG-IKOB, unless previously otherwise agreed in writing.

3. Offer, order, and contract

1. An offer or quotation shall not bind SKG-IKOB and only serves as an invitation to the client to place an order, unless the offer/quotation specifies a term within which SKG-IKOB can fulfil the offer/quotation.
2. The offer shall include at least one reference to these terms and conditions, a description of the work and of the manner of reporting on the results and of delivering the goods. Furthermore, the offer shall specify, as far as possible, the time period in which SKG-IKOB shall have fulfilled the offer/quotation; when the work will be completed or when the delivery will take place. Should the payment schedule differ from the provisions of articles 14 and 15, the offer shall also include a payment schedule.
3. An agreement is concluded only if and insofar as SKG-IKOB accepts a contract from the client in writing or if SKG-IKOB fulfils a contract, or if the client returns a signed offer/quotation, in writing, containing a term for SKG-IKOB to fulfil the offer, within this period.
4. Additions or amendments to this contract will only be binding on the parties if they have been agreed on in writing.

4. Cancellation, interruption, or delay

1. The client shall reimburse all costs and damages incurred by SKG-IKOB, directly resulting from the cancellation or interruption of the contract by the client, if and insofar as the cause of the cancellation or interruption cannot be attributed to SKG-IKOB.
2. In case of delay in the fulfilment of the work under the agreement, SKG-IKOB shall pass on any additional costs, unless the culpability for the delay lies with SKG-IKOB.
3. If the fulfilment of the contract has been interrupted for more than one year by the client, SKG-IKOB has the right to consider the contract and the agreement as having ended. The starting date of the interruption shall be the date of the client's letter in which he reports the interruption or, in the absence thereof, the date of a letter in which SKG-IKOB states the interruption. In such a case, the client shall compensate the hitherto costs incurred by SKG-IKOB.

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5. Terms

1. The term, specified by SKG-IKOB, within which the work would be completed or the delivery would take place, respectively, will be based on the for SKG-IKOB prevailing circumstances at the time of the conclusion of the agreement and, insofar as depending on third parties' performance, the information provided by those third parties to SKG-IKOB. SKG-IKOB shall observe this term in as far as possible.
2. The term shall commence on the date of the written confirmation by SKG-IKOB, or, if such confirmation is not issued by SKG-IKOB, on the date of receipt of the by the client awarded contract by SKG-IKOB.
3. When the term is exceeded, the client shall not be entitled to any damages in this respect. Nor shall the client, in this case, have the right to dissolve or terminate the agreement, unless the exceeding of the term is such that the client cannot reasonably be expected to uphold the concerning part. The client will then be entitled to terminate or cancel the agreement, insofar as strictly necessary, provided he gives SKG-IKOB written notice thereof, and without prejudice to the right of SKG-IKOB to carry out the concerning work or to deliver the concerning goods, within 3 weeks of receiving the notification, and to demand payment.
4. If the term within which the work would be completed or the delivery would have taken place, threatens to be exceeded, SKG-IKOB will consult with the client as soon as possible.

6. Suspension and termination

1. Should the client fail to properly or timely fulfill any of his obligations arising from any agreement or contract concluded with SKG-IKOB, the client will be in default and SKG-IKOB will be entitled, without notice or judicial intervention:
 - a. to suspend the fulfillment of that agreement/contract and of directly thereto related agreements and contracts until the relevant obligation has been sufficiently secured; and/or
 - b. to terminate, in whole or in part, the agreement/contract and directly thereto related agreements/contracts;all this without prejudice to SKG-IKOB's other rights under any agreement/contract with the client, and SKG-IKOB being under no obligation to compensate any damages.
In the case of the occurrence of an event, such as is described in this paragraph, any claims by SKG-IKOB against the client pursuant to the agreement/contract will become due and payable, in full, and SKG-IKOB will be entitled to repossess his goods.
2. In case of bankruptcy, (provisional) suspension of payment, termination, or liquidation of the client's business, any agreements and contracts with the client will be terminated by operation of law, unless SKG-IKOB informs the client within a reasonable period of time that it requires fulfillment (part) of the concerning agreement(s)/contracts, in which case SKG-IKOB will be, without further notice of default, entitled to:
 - a. suspend the fulfillment of the concerning agreement(s)/contracts until payment has been sufficiently secured; and/or
 - b. suspend, for whatever reason, any of his payment obligations to the client;all this without prejudice to SKG-IKOB's other rights under any agreement/contract with the client, and SKG-IKOB being under no obligation to compensate any damages.
In the case of the occurrence of an event such as is described in this paragraph, any claims by SKG-IKOB against the client will become due and payable in full, and SKG-IKOB will be entitled to repossess his goods.

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7. Confidentiality regarding the performance of work

1. SKG-IKOB commits itself to, for two years after notice is given of the results of the agreement to carry out work, observe strict confidentiality with regard the client's name and to newly acquired know-how and data that are specifically related to the contract that have been acquired within the framework of the agreement, except in the event that these concern calculation methods, software, and experimental methods. This term does not apply if otherwise agreed with the client in writing or if, where applicable, other terms have been defined by the SKG-IKOB Regulations for attestation, certification, and inspection.
2. If, in the fulfillment of the agreement, SKG-IKOB takes knowledge of non-public information of or concerning the client, which has been specifically designated as confidential by the client, a period shall apply for the duty of confidentiality which has been specified by the client and which is set out in a written agreement.
3. Should the disclosure of the research results by the client cause misunderstandings with third parties, SKG-IKOB will be relieved of its duty of confidentiality, to the extent that it may reasonably need to provide, if necessary, these third parties with explanations of the results. Misunderstanding, for the purpose of this provision, is in any event understood to mean information that is related to the work carried out by SKG-IKOB and that is being made public by the client, in such a way that stakeholders, who are involved in SKG-IKOB's activities, could come to the wrong conclusions regarding SKG-IKOB's activities, and which data, without removal of this misunderstanding, could damage SKG-IKOB in any way.
4. If, in the opinion of SKG-IKOB and based on the research results, any danger to public health is to be feared, SKG-IKOB will be relieved of its duty of confidentiality toward the concerning authorities and independent administrative bodies.
5. Before SKG-IKOB proceeds to the disclosure as referred to in paragraphs 3 and 4, SKG-IKOB shall inform the client accordingly.

8. Right of disposal and copyright

1. Without prejudice to the provisions contained in the Copyright Act and subject to the provisions of article 7, paragraphs 3 and 4 of these terms and conditions, the client has the exclusive right of disposal, within the framework of the agreement/contract, over any submitted reports, opinions, etc. from SKG-IKOB.
2. Reports issued may only be published verbatim by the client, in their entirety and stating SKG-IKOB's name. Publication in any other form is only permitted with the prior written consent of SKG-IKOB.
3. The agreement/contract results and SKG-IKOB's name may only be used for commercial purposes with prior written permission from SKG-IKOB.

9. Patents and the performance of work under an agreement

1. The client has the right to apply for a patent, in his name and on his behalf, on a product or process, only if and insofar as the invention's special domain is in the fulfillment of the agreement/contract to carry out work.
2. If the client has not informed SKG-IKOB in writing that he wants to make use of his right, as referred to in paragraph 3, within three months after the notification as referred to in paragraph 3, SKG-IKOB shall be entitled to this right.

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3. The client and SKG-IKOB shall notify each other of:
 - a. the presumption that patentable matter has been found;
 - b. the fact that a patent application will be filed;
 - c. the content of this application.Furthermore, they will provide each other with all requisite cooperation with patent applications.
4. If the client or SKG-IKOB makes use of the right to patent application, the patent applicant/holder shall, if the other party so requests within 6 months from the date of the patent application, grant the other party free license to use the invention for itself and for third parties. The client shall, if he applies for a patent, also reimburse SKG-IKOB any amount that SKG-IKOB must pay to the inventor by virtue of the law.

10. Warranty schemes

1. Unless otherwise agreed in writing, SKG-IKOB, for one year after the goods were delivered to it, guarantees the client that these will function properly, provided that they are used in a normal and careful way. In these cases, all provided instructions for the use of the goods in question, other warranty conditions included in the agreement, the conditions including, if applicable, the Regulations governing attestation, certification and inspection, or the terms of the guarantee certificate; are to be respected fully and promptly.
2. If SKG-IKOB delivers goods to the client that SKG-IKOB has obtained from its suppliers, SKG-IKOB shall not be bound to any further warranty or be held liable in any way to the client, then SKG-IKOB may claim from the supplier.
3. If, in the reasonable opinion of SKG-IKOB, it has been properly demonstrated that the goods that were delivered by SKG-IKOB, are not functioning properly in accordance with the provisions of paragraph 1, SKG-IKOB will have the option to either redeliver the faulty goods as new goods when the faulty goods are returned, or to properly repair the goods, or to offer the client a mutually agreed discount on the purchase price. By fulfilling one of the aforementioned performances, SKG-IKOB will be fully discharged of his guarantee obligations, and SKG-IKOB will not be held to any further (damage) compensation.

11. Liability

1. Except for the intent or gross negligence of SKG-IKOB or its management, SK G-IKOB shall not be held liable for any indirect damage to the customer or third parties, including consequential damage, immaterial damage, company or environmental damage.
2. Except in the case of intent or gross negligence on the part of SKG-IKOB or its senior staff, SKG-IKOB's liability on any grounds towards the client, shall be limited to, per event (where a coherent sequence of events shall count as one event), the sum of €5,000.00 or to the contract sum concerned if this sum is greater than €5,000.00 (exclusive of VAT), under the proviso that the compensation shall not exceed the total sum of €50,000.00. In this paragraph, the contract sum is understood to mean the fee which, according to the agreement, would be due when fully fulfilled.
3. In case of liability as defined in the preceding paragraphs, the client shall have the following options, the amount of which shall be subject to the ceiling referred to therein: an improvement free of charge by SKG-IKOB of the performed work or deliveries, or monetary damages.
4. SKG-IKOB shall, within the framework of the limitation of the foregoing paragraphs, only be liable for work insofar as this has been carried out by SKG-IKOB itself or under his responsibility. In particular, SKG-IKOB shall not be held liable for data received from third

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parties, unless it has stated in writing that it has examined the data and has found these to be correct.

5. Except in the event of gross negligence or intent of SKG-IKOB or its management, the client will indemnify SKG-IKOB for all third party claims, for whatever reason, regarding indemnification of damages, costs or interests that are in any way related to the fulfillment of the agreement.

12. Performance by third parties

1. SKG-IKOB has the right, under its accountability and liability to the client, to order one or more third parties or personnel that are employed by one or more third parties (hiring) to carry out the work under the agreement/contract.
2. Only with prior written permission from the client, SKG-IKOB has the right to order one or more third parties or personnel, employed by one or more third parties (outsourcing), to carry out the work, under the agreement/contract, in whole or in part, under their responsibility.
3. Any provision of these terms and conditions concerning the limitation of SKG-IKOB's liability and indemnification by the client, shall apply with respect to these third parties, their staff and the employees of SKG-IKOB.

13. Force Majeure

1. Force majeure of SKG-IKOB shall mean any circumstance owing to circumstances independent of the will of SKG-IKOB, as a result of which the fulfillment of its obligations toward the client is affected, in whole or partially, or as a result of which SKG-IKOB cannot reasonably be required to fulfill its obligations, regardless of whether that circumstance was foreseeable at the time of concluding the agreement.
Such circumstances also include: strikes and exclusions, delays or other business interruptions in any form and/or actions of government agencies, and the lack of any government issued license.
2. When third parties, on whom SKG-IKOB depends for the fulfillment of the contract, fail to fulfill their obligations toward SKG or fail to do so on time, due to any circumstances, which, according to the first paragraph of this Article, would have constituted force majeure for SKG-IKOB, this failure of third parties to fulfill or to fulfill on time shall also constitute force majeure for SKG-IKOB toward the client.
3. However, SKG-IKOB shall make every effort to avoid, eliminate, or reduce such force majeure circumstances in order to continue the normal operations if at all possible.

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14. Compensations

1. SKG-IKOB shall fulfill the agreement and/or the contract at the fees specified therein, and in accordance with the method of payment as referred to in Article 15, unless another method of payment is specified in the agreement and/or contract.
2. SKG-IKOB may determine the fees:
 - a. based on actual costs on the basis of the rates as determined by the management of SKG-IKOB, with or without previous cost estimates; or
 - b. a pre-agreed amount.
3. Unless otherwise stated in writing in the offer/quotation, the amounts referred to in paragraph 2 under a and b, the following cost categories are not included and will be charged separately: VAT and taxes due outside the Netherlands, transport costs, travel and subsistence allowances abroad, costs related to work or deliveries to be performed by third parties, and the use of special facilities, insofar as not they are not mentioned in the offer/quotation.
4. Where an amount, as referred to in paragraph 2, sub b, has been pre-agreed, any unreasonably foreseeable charges at the entering into the agreement/contract shall be charged separately.

15. Payments

1. Unless otherwise provided in the agreement, offer, quotation, or contract, SKG-IKOB shall, for single orders, send the invoice when the work has been carried out.
 1. In long-term and/or multiple contracts, SKG-IKOB may charge the work at regular intervals, generally every quarter.
 2. In long-term and/or multiple contracts fixed costs, such as mandatory payments, license fees etc. may be pre-charged, once a year.
 3. If the pre-charged costs, as referred to in paragraph 1.2 of this Article, differ from the actual fixed costs, a settlement payment based on the actual costs will be made.
 5. Based on the Regulations governing attestation, certification and inspection, different terms of payment may be used, as and where necessary.
 6. Furthermore, SKG-IKOB may demand an advance payment or a provision of security, if it deems this necessary.
2. Payments must be made without any deduction or set-off within 30 days after the invoice date, unless otherwise agreed. Any objections against the invoice, must be filed within the aforementioned period. These shall not suspend the payment obligation.
3. If the client has not paid within the time frame set, he shall be deemed to be legally in default. As from that day, SKG-IKOB shall have the right to, without any notice, charge him interest over the entire amount, at the statutory rate that applies in the Netherlands.
4. If the client, after the expiration of a further payment term as specified in a registered letter, has not paid the amount and interest due, the client shall reimburse all extrajudicial and judicial costs to SKG-IKOB. Furthermore, in that case, any claims by SKG-IKOB against the client, pursuant to the concerning agreement/contract and directly thereto related agreements, shall become immediately due and payable.

16. Contingencies

1. In all cases not provided for by these General terms and conditions and the Regulations governing attestation, certification, and inspection, if applicable, the parties will hold further consultations.

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17. Amendment of the conditions

1. These General terms and conditions may be amended by SKG-IKOB. Any changes shall enter into force 30 days after the day on which the changes were announced, unless a later effective date is stated in the notification.
2. An announcement shall be a notification stating that the General terms and conditions have been amended; that they have been deposited with the Midden-Nederland District Court; and that they are available for inspection at SKG-IKOB, where they can be obtained free of charge upon request.
3. If the client does not accept an amendment to the conditions, he may terminate the agreement/contract within 30 days after the announcement of the amendment.

18. Disputes and applicable law

1. Any disputes arising from the agreement, contract, or general terms and conditions shall, unless otherwise required by mandatory law, be subject to the judgment of the competent court in Utrecht, with the proviso that SKG-IKOB has the right to, whether or not simultaneously, institute proceedings against the client before other courts which, under applicable rules of law, are competent to take cognizance of such claims. The foregoing is without prejudice to the parties' right to appeal and cassation.
2. Any disputes concerning attestation and certification shall be governed by the Regulations for attestation, certification, and inspection.
- 3 This agreement is governed by Dutch law.

19. Final provisions

1. These General terms and conditions are effective as of January 1, 2018
2. These General terms and conditions may be referred to as the 'General terms and conditions for contracts awarded to SKG-IKOB CERTIFICATIE B.V. 2018', or in short as 'AVO SKG-IKOB 2018'.
3. These General terms and conditions have been deposited with the Midden-Nederland District Court, and they are available for inspection at SKG-IKOB, where they can be obtained on request.

Visiting address
Poppenbouwing 56
4191 NZ Geldermalsen

Postal address
PO Box 202
4190 CE Geldermalsen

T +31 (0)88 244 01 00
F +31 (0)88 244 01 01
I www.skjikob.nl