



Article 1 Applicability

1.1 These General Terms and Conditions shall apply to all agreements with Trisigma. These General Terms and Conditions shall apply unless the parties have expressly otherwise agreed in writing.

1.2 In these General Terms and Conditions Trisigma means Trisigma B.V.

1.3 The party who has requested Trisigma to render services intended herein is hereinafter referred to as "the Other Party".

Article 2 Validity of quotations

2.1 If any quotation submitted by Trisigma does not state the term of validity, this term shall be a period of sixty days.

Article 3 Effectuation of the agreement

3.1 A quotation submitted by Trisigma shall result in an agreement to perform services only if the Other Party has accepted such quotation in writing within its term of validity, or if Trisigma has confirmed in writing an order of the Other Party.

Article 4 Delay of the order

4.1 In the event of delay in or prolongation of the services agreed upon, Trisigma shall have the right to charge the Other Party for any additional expenses incurred, if no blame for such delay or prolongation can be attributed to Trisigma employees or to any persons involved in the performance of the services by order of Trisigma.

4.2 The provisions of Article 4.1 shall also apply in the event that the order is performed for the purpose of the service by a third party and that third party requires one or more additional activities to be performed. The same applies when it is the choice of the Other Party to request additional activities. In such cases Trisigma shall not be responsible for the delay.

Article 5 Rates and payments

5.1 The rates agreed upon will be increased by Value Added Tax (BTW) and any other taxes connected with the services to be performed by Trisigma and for which Trisigma is responsible.

5.2 The rates are based upon the execution of orders under non-exceptional circumstances.

5.3 Trisigma is entitled to adjust its standard rates once a year.

5.4 In the event that the Other Party requests a reassessment due to the incompleteness or inadequacy shown by the assessment, or for any other reason, the Other Party shall be charged separately for the costs thereof.

5.5 Payments shall be made without deduction or setoff of any kind within fourteen days from the date of invoice. Possible complaints concerning the invoice shall be lodged within that term, but shall not lead to suspension of the obligation to pay.

5.6 In the event that the Other Party fails to effect payment within the term stated, the Other Party shall owe Trisigma

interest on the sum still due at a rate equal to the EURO basic interest increased by two percent, starting on the due date and ending on the date of payment.

5.7 In the event that Trisigma takes measures for the recovery of debts or for the maintenance of its other rights in respect of the Other Party, the Other Party is bound to indemnify all expenses incurred by Trisigma to this end. These expenses shall include all payments made to third parties called in for the execution of such measures and all expenses incurred by Trisigma within its own organization, which may reasonably be attributed to the said measures.

5.8 Prior to the (further) execution of orders, Trisigma is at all times entitled to require sufficient security to be furnished by the Other Party for its obligations towards Trisigma.

5.9 In case the Other Party fails to observe the provisions of Articles 7.2, 7.3 and 8, the Other Party shall forfeit a penalty to Trisigma of EUR 25,000 (twenty-five thousand euro's) for each incident at a maximum, notwithstanding the right of the latter to claim actual damages incurred. The Other Party remains at all times responsible towards third parties, including the public authorities concerned, for compliance with the relevant legal requirements.

Article 6 Cooperation by the Other Party

6.1 The Other Party shall, at its own cost (including shipping costs), make available to Trisigma any and all materials, information and data required by Trisigma to perform the assessment services agreed upon.

6.2 In communication with the Other Party, samples will be returned, kept in stock, or destroyed after finishing the order at the costs of the other Party.

6.3 The Other Party shall allow Trisigma access to the appropriate production locations in case of requirement for the execution of the order and shall ensure the safety of the persons concerned.

Article 7 Reports and certificates

7.1 Trisigma shall submit to the Other Party a written report of the results of the services carried out.

7.2 The contents of the reports, exhibits, certificates and/or letters originating from Trisigma may be published only if reproduced word for word, in their entirety and in the language in which they were written.

7.3 Unless Trisigma has expressly granted the Other Party the right to use a certificate and/or an attestation of conformity, the Other Party shall not in any manner suggest to third parties that there has been certification by Trisigma.

Article 8 Confidentiality

8.1 Each party shall treat as confidential any and all information received by each other in the course of the performance of the services agreed upon or acquired in any other manner, the



secrecy of which is known or should reasonably be recognized by the receiving party. Each party shall use such information only for the purpose of carrying out the obligations agreed upon. These obligations shall remain in force notwithstanding the termination or dissolution of the agreement(s) in question. The methods and techniques applied by Trisigma shall in any event be deemed to be confidential.

8.2 Trisigma shall be authorized to provide information to third parties on the basis of the applicable conditions of the relevant accreditation or designation of Trisigma as a certifying institution. Likewise, if the request for an assessment is aimed at certification or license issuing by a third party, Trisigma shall be authorized to provide information to that third party.

8.3 The provisions of Article 8.1 do not apply to information which

- a) is or will become public without a wrongful act of the receiving party, or
- b) is lawfully made available to the receiving party by a third party without the obligation of confidentiality, or
- c) was demonstrably already in the receiving party's lawful possession prior to the receipt thereof, or
- d) was designated in writing as non-confidential by each other, or
- e) is published or disclosed to the appropriate authority by the receiving party due to a legal obligation to do so.

8.4 After the termination or expiration of the agreement(s) between the parties, each party shall, without delay, return to each other the confidential information received from that party, subject to the right of the first party to retain one copy of such documents for the event that a dispute between the parties arises.

8.5 Trisigma's employees are bound to follow rules of conduct in order to guarantee the confidentiality and the independence of the assessment performed.

Article 9 Subcontracting

9.1 Trisigma shall be entitled to engage third parties for the performance of the activities agreed upon, but assumes the full responsibility and liability therefore, without prejudice to the provisions of Article 10. The provisions of Article 8.5 shall apply to such third parties.

Article 10 Liability

10.1 Trisigma shall only be bound towards the Other Party to pay damages that are a result of a negligent failure of Trisigma to carry out any of its obligations agreed upon on behalf of the Other Party or as a result of a wrongful act of Trisigma, only if and insofar this is set forth in the provisions of these General Terms and Conditions.

10.2 Trisigma's liability for any damage intended in Article 10.1 shall be limited to the amount of EUR 25,000 (twenty-five thousand euro's). In the event that the Other Party owes an amount exceeding EUR 25,000 (twenty-five thousand euros) for the services agreed upon, Trisigma's liability shall be limited to

the amount that the Other Party owes for the services in question, up to a maximum of EUR 25,000 (twenty-five thousand euro's).

10.3 In no event shall Trisigma be liable for any consequential damages, including but not limited to damages resulting from delay in the performance of the services agreed upon, loss of information of the Other Party, loss of profit, loss of sales and damage of reputation or goodwill of the Other Party or third parties.

10.4 Any liability for damages on the part of Trisigma shall lapse if the Other Party has not informed Trisigma in writing of the damages within seven days after the date the damages were discovered or reasonably should have been discovered. Trisigma liability shall lapse in any case if the Other Party has not initiated legal action for the recovery of the damages within two years after the date of the performance of the services which caused the damage.

10.5 The Other Party shall indemnify Trisigma against all expenses and claims by third parties - including Trisigma personnel - for compensation of damage resulting from or caused in connection with performances by Trisigma for the Other Party. The Other Party is only under an obligation to indemnify Trisigma if and insofar as Trisigma can invoke an exclusion or limitation of liability towards the Other Party under the agreement.

10.6 The limitations of liability of Trisigma intended in these General Terms and Conditions do not apply to damages caused by wilful misconduct or gross negligence on the part of Trisigma.

10.7 The limitations on the obligation to pay damages as well as the Other Party's obligation to indemnify in accordance with these General Terms and Conditions, are also stipulated for the benefit of Trisigma's employees and for the benefit of third parties which Trisigma has engaged for the performance of the obligations agreed upon.

10.8 Trisigma shall not be liable for failure to fulfil any of its obligations in case the failure is caused by circumstances beyond Trisigma's control (force majeure). During force majeure Trisigma's obligation to fulfil its obligations shall be suspended. In the event that the performance of Trisigma's contractual obligations is made impossible by force majeure for a period longer than thirty days, each party shall be entitled to dissolve the agreement without judicial intervention and without any obligation whatsoever to compensate the damages of the Other Party.

Article 11 Termination of the agreement

11.1 Notwithstanding the provisions stated in the foregoing articles, in the event that the Other Party fails to properly or timely fulfil any of its obligations towards Trisigma, Trisigma shall be entitled to suspend performance of the agreement, or to dissolve the agreement without judicial intervention, in whole or in part, without any obligation for Trisigma to pay



damages, but without prejudice to Trisigma's right to seek compensation for the detriment resulting from the Other Party's failure and the suspension or the dissolution of the agreement. The same applies if Trisigma fears that the Other Party will fail to fulfil its obligations and the Other Party does not provide adequate security for such fulfilment upon Trisigma's first request to do so. In those instances all accounts receivable by Trisigma from the Other Party will become payable forthwith.

11.2 In the event of the Other Party's bankruptcy, suspension of payment, or liquidation, if the Other Party is placed under a trustee or administrator or under any other form of legal restraint, the Other Party will be deemed to be in default by operation of law; this will give Trisigma the right, without formal notice of default and without judicial intervention, to dissolve the Agreement in whole or in part on the same conditions as stated above.

Article 12 Appeals and objection

12.1 Trisigma does not have a legal delegated authority. Nevertheless situations can occur where the Other Party does object to the result of an inspection or test, a judgment and/or the methods chosen. In these cases the Other Party is requested to motivate her proposition in writing to the Executive Board of Trisigma, covering the following topics:

- Name and address
- Date of the letter
- A description of the subject of the objection
- A description of the motivation of objection.

The objection shall be submitted within six weeks after the day of announcement of the inspection or test results.

Article 13 Disputes and applicable law

13.1 Any disputes resulting from or connected with the execution of an agreement governed by these General Terms and Conditions shall, unless agreement is made to the contrary, be brought for settlement solely before the competent court in Arnhem, the Netherlands, notwithstanding Trisigma's right to refer the dispute to another court which would be competent without this provision.

13.2 The conclusion and execution of the agreements governed by these General Terms and Conditions shall be governed by the laws of the Netherlands, unless agreement is made to the contrary.