

## **General Terms and Conditions for certification engagements by Noordbeek Certification B.V.**

### **1. Article 1 - General**

- 1.1 These General Terms and Conditions apply to all Assignments and/or Agreements (hereafter: Engagement) between Client and Noordbeek Certification B.V. (hereafter: Noordbeek Certification), and their respective legal successors.
- 1.2 The General Terms and Conditions also apply to any activities started before Client confirmation has been received, if started at request of Client.
- 1.3 Deviation from these General Terms and Conditions is valid if and only if Noordbeek Certification has agreed to that in writing, and the deviation is binding only for the applicable Assignment or part of the Assignment that the deviation is agreed upon. All other terms and conditions apply as before.

### **2. Article 2 – Establishment of the Engagement**

- 2.1 Engagement confirmations are based on the information provided by Client at that time. Client guarantees the accuracy, completeness, reliability and legitimacy of that information, and of all essential information for the planning and execution of the agreement.
- 2.2 Noordbeek Certification will perform all its services to the best of its ability and as a professional acting with due care; however, Noordbeek Certification also cannot guarantee that any desired result shall be achieved.
- 2.3 The confirmed Engagement replaces all previous Engagements relevant for this assignment, whether oral or in writing or electronically, regarding the content and execution of the Engagement, unless parties expressly agree otherwise in writing.
- 2.4 Noordbeek Certification will comply with the rules and regulations of the Dutch Association and Charter of IS Auditors (Nederlandse Orde van Register IT Auditors; NOREA), which can be provided on request.

### **3. Article 3 – Third parties**

- 3.1 The use or involvement of third parties in Engagement execution on behalf of either Client or Noordbeek Certification is permitted only after consultation of the other party.
- 3.2 These General Terms and Conditions also apply to Engagements with Noordbeek Certification in the execution of which third parties are involved.

### **4. Article 4 – Client cooperation obligations**

- 4.1 Client will provide all documents, information and data that are required for a correct, timely and efficient execution of the Engagement, in a timely manner.
- 4.2 Client will make its employees of whom cooperation is required available, in a timely manner and for the duration of the Engagement.
- 4.3 At request of Noordbeek Certification, Client will provide at its cost and at its location(s), working space and a telephone connection and if relevant, an Internet connection and a printer to Noordbeek Certification.
- 4.4 Client will provide relevant information regarding the work safety, emergency and security procedures for all the employees working at Client's site.
- 4.5 The certified client informs the certification body, without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. These include, for example, changes relating to: legal, commercial, organizational status or ownership, organization and management, contact address and sites, scope of operations under the certified management system and major changes to the management system and processes.

**5. Article 5 – Staffing**

- 5.1 Noordbeek Certification can, in consultation with Client, change the team that has been assigned the execution of the Engagement, when Noordbeek Certification is of the opinion that this is necessary for the expedient execution of the Engagement. The change will not diminish the value of the Engagement nor negatively influence the continuity of Engagement execution.
- 5.2 A change in the team can also occur at request of Client in consultation with Noordbeek Certification.
- 5.3 Neither party nor involved third party shall, during the execution of the Engagement and within one year of termination of the Engagement, employ persons who are or were involved in execution of the Engagement on behalf of the other party or conduct negotiations with these persons about employment other than on agreement in writing from the other party or third party.

**6. Article 6 – Fees and Costs**

- 6.1 Billing rates and the cost estimates based upon those, will be provided in the Engagement confirmation, including inclusion or not of secretarial costs, and of travel time and other travel and related engagement execution expenses. If not included, such costs may be charged separately.
- 6.2 All rates are exclusive of Value Added Tax (VAT) and other applicable surcharges as can be levied by government(s).
- 6.3 If pricing factors, such as salaries and/or rates, surcharges and other costs, should be subject to change between commencement and completion of the Engagement, we retain the right to adjust the agreed fee accordingly.

**7. Article 7 – Payment**

- 7.1 Fees and costs will be invoiced monthly, possibly in advance.
- 7.2 Payments are to be made within thirty (30) days of the invoice date, to bank account **NL40 RABO 0359 4980 19** of Noordbeek Certification B.V. at Hazerswoude-Rijndijk, The Netherlands, or another bank account to be assigned by Noordbeek Certification.
- 7.3 After the payment deadline of article 7.2, interest payment by Client are incurred, at the legally set and adjusted rates, without requirement for a notification of failure to comply.
- 7.4 If payment would not be made, Noordbeek Certification retains the right to immediately halt Engagement execution.
- 7.5 If Client would fail to comply with any of its obligations, all reasonable costs of measures, legal and other, to provide compliance with all obligations will be charged to Client.
- 7.6 If more than one Client has agreed to the Engagement, all Clients are individually liable for payment of the full fee and other costs charged, irrespective of addressed report receiver, correspondence names or addresses or billing names.

**8. Article 8 – Complaints and appeals**

- 8.1 Complaints about the work performed, decisions or invoicing, or any documents or deliverables concerning either, shall be made in writing and within 60 days of send date of the items involved, to the management of Noordbeek Certification. This includes complaints about alleged or possible non-compliance with NOREA rules or regulations.
- 8.2 Complaints will not suspend Client's obligation to pay.
- 8.3 Any complaints from Client about Engagement letters, Engagement execution or other services must be submitted to Noordbeek Certification's management.
- 8.4 The above arrangements also apply to complaints about compliance with rules of professional conduct that are relevant to Noordbeek Certification.
- 8.5 If a dispute between Noordbeek Certification and a complainant does not lead to a solution, Noordbeek Certification may engage an independent third party in accordance with the Complaints procedure of Noordbeek Certification. This is Mr. J.C. Boer RE RA CISM at [han@han-boer.nl](mailto:han@han-boer.nl).

**9. Article 9 – Changes to the Engagement**

- 9.1 Client accepts that the time paths of execution of, and scope of the Engagement may be impacted, when parties agree during execution to change or extend the approach or nature of the activities regarding the execution of the Engagement.

- 9.2 If such changes would influence the fee or cost reimbursements previously agreed upon, Noordbeek Certification will notify Client as soon as reasonably possible.
- 9.3 If such changes would be required due to Client actions or inactions, Noordbeek Certification will make necessary changes to the Engagement execution and related activities and billing, when maintenance of the agreed-upon quality of services to be provided so dictates. If this would imply extension of the previously agreed-upon Engagement, Noordbeek Certification will issue an additional assignment letter to Client.

#### **10. Article 10 – Term and termination of the Engagement**

- 10.1 The term of the Engagement is influenced by various factors, such as but not limited to the quality of information provided to and the cooperation received by Noordbeek Certification. Any date or duration discussed or agreed upon can therefore only be an indication, and can under no circumstance be regarded as a immutable term.
- 10.2 The Engagement will be terminated in the financial sense when the closing invoice has been agreed upon by Client.
- 10.3 Within a term of thirty (30) days of the invoice date, Client is required to notify Noordbeek Certification of the agreement by Client with the closing invoice. If Client does not notify Noordbeek Certification to that respect and in that way, the closing invoice is deemed to be agreed upon by Client.

#### **11. Article 11 – Early termination of the Engagement**

- 11.1 In the event of an early termination of the Engagement if material circumstances so require, Noordbeek Certification will be notified in writing and including such circumstances. Client will be liable for payment of a reasonable part of the fees agreed upon in the Engagement, according Dutch Code of Law article 7:411 BW.
- 11.2 Noordbeek Certification will under all circumstances retain the right to payment of invoices for work performed up till early termination, with provision of the provisional results of the work performed. If such provision incurs additional costs, these will be charged to Client.
- 11.3 Either party is entitled to terminate the Engagement, either partially or in full, in writing with immediate effect, without notice of default or judicial intervention being required, if the other party has been granted a (provisional or definitive) moratorium, has been declared insolvent or bankrupt, or its business is/shall be wound up or discontinued, with the terminating party retaining all its rights under the Engagement.

#### **12. Article 12 – Force Majeure**

- 12.1 Noordbeek Certification is not obliged to fulfill any obligation to Client if it is hindered to do so as a result of a circumstance that is not attributable to its fault or attributable to it by law, applicable jurisprudence or generally accepted standards.
- 12.2 Force majeure is defined in this Engagement, in addition to what is understood in the law and jurisprudence, as all external causes, foreseen or unforeseen, which Noordbeek Certification cannot influence, but prevent it from fulfilling its obligations. Strikes in the company of Noordbeek Certification or third parties are included. Noordbeek Certification also has the right to invoke Force Majeure if the circumstance preventing (further) fulfillment of the Engagement occurs after Noordbeek Certification should have fulfilled its obligation.
- 12.3 Noordbeek Certification may suspend its obligations under the agreement during the period of Force Majeure. If this period lasts longer than two months, each party is entitled to terminate the agreement without any obligation to pay damages to the other party.
- 12.4 Insofar as Noordbeek Certification has partially fulfilled its obligations from the Engagement, or will be able to fulfil them at the time of the advent of the force majeure, and if independent value can be attributed to the fulfilled, respectively to the still to be fulfilled part, Noordbeek Certification is entitled to invoice the fulfilled, respectively the still to be fulfilled part separately. Client is obliged to pay this invoice as if it were a separate agreement.

**13. Article 13 – Impartiality**

- 13.1 To avoid conflict of interest, no certification-related consultancy will be given to an organization which will be the subject of auditing, unless consultancy is required or allowed by the certification scheme.
- 13.2 Noordbeek Certification conducts a review of each applicant to identify if Client was previously involved in project activities managed by Noordbeek B.V. In situations where Noordbeek B.V. has been involved with the organization in project activities, a case-by-case analysis is undertaken to evaluate whether a perceived or actual conflict of interest may exist.
- 13.3 Auditors and certification decision-makers cannot be assigned to relevant Client-related tasks if they worked at or provided consultancy to Client within the previous two years. If there has been a relationship between Client and the employee of Noordbeek Certification, this will be evaluated on a case-by-case basis and, if there is a conflict of interest, the person may not be assigned to a specific task or assignment.

**14. Article 14 – Intellectual Property**

- 14.1 Noordbeek Certification retains all rights and entitlements under provisions of the Dutch Auteurswet and other intellectual property laws, rules and regulations.
- 14.2 Client will of course be entitled to make and distribute copies of items delivered under the Engagement as far as these are intended for distribution within the Client organisation and as far as this serves the purpose of the Engagement.

**15. Article 15 – Commercial references**

Clients of Noordbeek Certification shall adhere to the following principles when expressing itself commercially. They will:

- 15.1 Conform to the requirements of the certification body when making reference to its certification status in communication media.
- 15.2 Not make or permit any misleading statement regarding its certification.
- 15.3 Upon suspension or withdrawal of its certification, discontinue its use of all advertising matter that contains a reference to certification.
- 15.4 Amend all certification related advertising matter when the scope of certification has been reduced.
- 15.5 Not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process.
- 15.6 Not imply that the certification applies to activities that are outside the scope of certification.
- 15.7 Not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.
- 15.8 Not make or permit the use of a certification document or any part thereof in a misleading manner.
- 15.9 Not have any right to use Noordbeek Certification name for any other purpose than in connection with the certification by Noordbeek Certification.
- 15.10 Only use certification marks or other signs when Noordbeek Certification gives them permission to do so.
- 15.11 Not use any certification marks or other signs on products nor product packaging in case of certification of a management system or process only.
- 15.12 Not use any certification marks or other signs on a product nor product packaging nor in any other way that may be interpreted as denoting product conformity.
- 15.13 Not change any certification marks as provided by Noordbeek Certification. This includes the use of the original layout, proportion and typography employed by Noordbeek Certification. In the event that the certification is only related to a management system or process, the Client is not entitled to affix any certification marks or other signs of Noordbeek Certification on its products. In case of product certification, the Client shall affix the marks and/or signs on the products in question in a visible, legible and indelible form and in accordance with the requirements stated in the law or laid down by Noordbeek Certification. The Client shall not suggest to third parties that Noordbeek Certification is responsible for the operations of the Client. The Client shall not make

use of any marks or signs which may be confused with the certification marks and/or other signs covered by the certification agreement.

**16. Article 16 – Observation**

16.1 Noordbeek Certification has the right to choose an observer to observe its own audit team during the audit for evaluation purposes. The disruption for Client will be minimized.

**17. Article 17 – Corrective actions planning**

17.1 In certification audits Client shall analyse the cause of any deficiencies and describe the specific correction and corrective actions taken, or planned to be taken, to eliminate detected nonconformities, within a defined time.

17.2 Noordbeek Certification shall determine whether the actions taken are acceptable.

17.3 During the execution of corrective action the certification will be temporarily suspended and Client will adhere to Article 15.3 of these General Terms and Conditions.

17.4 Noordbeek Certification has the right to reduce the scoping of the certification planning, to exclude the parts which are not meeting the requirements.

17.5 If Client is not able to verify the implementation of corrections and corrective actions of any major nonconformities within 6 months after the audit has taken place, Noordbeek Certification has the right to re-evaluate the implementation, including effectiveness, of Client's management system.

17.6 In case Client cannot restore the issue that has resulted in a suspension within 6 months, Noordbeek Certification has the right to withdraw the certificate.

17.7 In case Client resolves the issue that resulted in a suspension within 6 months, Noordbeek Certification has to restore the suspended certification.

**18. Article 18 – Communication**

18.1 Any complaint received regarding a certificated Client is communicated to that specific Client in an appropriate time.

**19. Article 19 – Confidentiality**

19.1 Noordbeek Certification is required to keep confidential all information and data of Client towards third parties, unless legal obligations force otherwise.

19.2 Noordbeek Certification will with respect to the required confidentiality take all reasonable precautionary measures to protect the interests of Client.

19.3 Client shall not inform any third party of the approach of Noordbeek Certification towards fulfilment of the Engagement, nor of the deliverables or reporting of Noordbeek Certification, and shall not provide such deliverables to third parties, without explicit prior consent in writing from Noordbeek Certification.

19.4 For purposes of engagement contracting, Noordbeek Certification retains the rights to use general Client information and general Noordbeek Certification work approach information towards third parties, without this being considered a breach of confidentiality between Noordbeek Certification and Client.

**20. Article 20 – Liability**

20.1 Noordbeek Certification is accountable and liable for the work performed by its employees under permanent contract only as far as this would establish a breach by Noordbeek Certification of due care, expertise and professionalism requirements reasonably to be expected in assessment assignments.

20.2 Noordbeek Certification liability will be limited to the engagement fee (excluding Value Added Tax (VAT)) received by Noordbeek Certification for and in the course of the Engagement.

20.3 In Engagements with a longer through time than three months, this limitation to Noordbeek Certification liability is further limited to the engagement fee (excluding Value Added Tax (VAT)) received by Noordbeek Certification for and in the course of the Engagement over the previous three months.

- 20.4 Noordbeek Certification is only liable for direct damages. Direct damage shall be understood to be exclusively the reasonable costs incurred to establish the cause and extent of the damage, insofar as the determination relates to direct damage, any reasonable costs incurred to make Noordbeek Certification's faulty performance comply with the agreement, as much as it can be attributed to Noordbeek Certification and the reasonable costs incurred to prevent or limit the damage, insofar as Client demonstrates that said costs have led to the limitation of direct damage. Noordbeek Certification is never liable for indirect damage, including consequential damages, lost profits, lost savings or opportunities, and damage due to business stagnation.
- 20.5 In the event of a claim by Client with respect to the above, this claim shall be delivered to Noordbeek Certification by Client within one year after discovery of any damage incurred. After this one year, Client is no longer entitled to this claim for damage recovery by Noordbeek Certification.
- 20.6 Client will waive Noordbeek Certification and its employees of liability from claims by third parties that are in any way related to the work performed by Noordbeek Certification under the Engagement, unless such claim would result from gross negligence or unlawful intent.

**21. Article 21 – Applicable Law and Jurisdiction**

- 21.1 All Engagements and negotiation towards those between Noordbeek Certification and its Clients shall be governed by the law of the Netherlands.
- 21.2 Any disputes between parties shall first be tried to be resolved between parties, before formal legal actions are considered by any party involved.
- 21.3 Competent court(s) will be established through the law of the Netherlands.

**22. Article 22 – Other**

- 22.1 Noordbeek Certification retains the rights to amend and make changes to these General Terms and Conditions.
- 22.2 Such amendments and changes shall take effect at the designated date and time.

This document is a translation. In the event of any dispute as to the interpretation of any of these conditions, the official Dutch language version shall prevail.

November 27, 2020