

General Terms and Conditions of Supply

of Liftinstituut B.V. (Liftinstituut) having its registered office in Amsterdam, the Netherlands, lodged as Number 34157363 with the Amsterdam Chamber of Commerce

Article 1 – Scope of application

1. These General Terms and Conditions of Supply shall apply to all offers made by Liftinstituut and shall constitute part of any agreement entered into by Liftinstituut and a customer.
2. For the purposes of these terms and conditions “work” is deemed to refer to all work and the supply of goods and provision of services of any nature whatsoever agreed to by Liftinstituut and a customer
3. Any terms and conditions, arrangements and clauses on the part of a customer shall not apply to the legal relationship between the latter and Liftinstituut and are hereby explicitly rejected.
4. In addition to these General Terms and Conditions of Supply certain work performed by Liftinstituut shall also be governed by additional arrangements which are set out in Liftinstituut’s quality handbook. In so far as applicable a copy of these arrangements shall be provided to a customer free of charge on request

Article 2 – Offers and orders

1. All verbal and written offers and all price lists emanating from Liftinstituut shall be free of obligation and may be amended at any time, unless Liftinstituut confirms otherwise in writing.
2. Any order that is received shall only be binding on Liftinstituut after the latter confirms it
3. Liftinstituut shall retain ownership of all documents accompanying an offer. They may not be replicated or presented to anyone else for their inspection without Liftinstituut’s consent.

Article 3 – Term of agreement

Any agreement entered into by Liftinstituut and a customer concerning work shall be deemed to have been entered into for an indefinite term, unless otherwise agreed in writing. A mutual term of notice of six (6) months shall apply in the case of any agreement for an indefinite term

Article 4 – Customer’s duties in connection with performance of work

1. A customer shall ensure that Liftinstituut staff have access to his grounds, building, construction works or installation(s) in order to perform their work
2. A customer shall ensure that any work can be performed in safe conditions in accordance with the *Arbeidsomstandighedenwet* [Working Conditions Act], that no personal injury is inflicted on any Liftinstituut staff and that the latter’s property is not damaged
3. A customer shall ensure that, in so far as is necessary, an appropriately qualified expert is present in the event that any specific work announced by or determined in consultation with Liftinstituut is performed, who is capable of demonstrating the operation of a machine, quality system or any of their parts, when directed to do so by Liftinstituut staff. The customer concerned shall be liable for all of the hours, costs and the like pertaining to the presence of such an expert.
4. A customer shall have a duty to compensate Liftinstituut and/or its staff for any harm they suffer due to his failure to comply with one or more of his obligations under the terms of this article.
5. By granting access to Liftinstituut staff to any building or grounds of which he is the owner or occupier for the purposes of performing work, a customer shall be deemed to have assented to these General Terms and Conditions of Supply governing the legal relations between the parties to the exclusion of any other terms and conditions.
6. A customer shall ensure that in the event of an inspection Liftinstituut has unrestricted access to the installation which is to be inspected and that a maintenance technician is present during the inspection. An order shall imply that Liftinstituut will coordinate the planning involved. Nevertheless, the customer concerned shall at all times bear responsibility for the presence of the technician
7. A customer shall be required to ensure that Liftinstituut is able to carry out its work in the absence of any form or pressure or influence.

Article 5 – Payment

1. A customer shall be required to effect payment without any discount or setoff within thirty (30) days after the date on which Liftinstituut issues the invoice concerned.
2. Should a customer fail to observe the term of payment, he shall be in default by operation of the law without the need for any notice of default or demand. In this case the customer shall be liable to pay Liftinstituut interest over the amount that he is in arrears, which shall equal to the legally stipulated interest rate calculated as of the due date until the date on which payment is made in full.
3. All of the costs – both judicial and extrajudicial – involved in the collection and recovery of any amount not received by Liftinstituut on time shall be borne by the customer concerned. The extrajudicial costs shall be fixed at 20% of the overdue amount subject to a minimum of EUR 500.00

Article 6 – Standards and liability

1. For the purposes of entering into and executing any agreement Liftinstituut shall be required in so far as is applicable to comply with the terms and conditions for its appointment by the Dutch and European public authorities as a certification body (NoBo Notified Body) and inspectorate, and its accreditation as such. One of these conditions concerns Liftinstituut’s independence from any party which may have an interest in the outcome or the performance of the duties for the purposes of which Liftinstituut has been appointed.
2. Liftinstituut shall perform certification and inspection work in accordance with the applicable legal requirements, standards, regulations or generally applicable rules (technical or otherwise)
3. In the event that Liftinstituut is of the opinion that a machine or quality system complies with the applicable standards, regulations or generally applicable rules (technical or otherwise) at the time of its assessment, it shall issue a certificate or declaration. This certificate or declaration shall refer to the applicable standards, regulations or generally applicable rules (technical or otherwise) in respect of which the test was conducted.
4. In the event that Liftinstituut is of the opinion that a machine or quality system does not comply with the applicable standards, regulations or generally applicable rules (technical or otherwise), a new assessment may be conducted after the requisite modifications, maintenance and/or repairs have been carried out and the time when this occurs may be determined by the parties in consultation with each other. The provisions of these General Terms and Conditions of Supply concerning work shall also apply to any reassessment.
5. In the event that a customer submits a written report of an accident which has occurred in connection with a machine or quality system that has been tested, after Liftinstituut has performed its certification and inspection work, Liftinstituut shall conduct an investigation as soon as possible, and shall draw up a report and present it to the relevant customer if possible.
6. Liftinstituut shall not be liable for any harm which may be caused by a tested machine or quality system as a direct or indirect result of any work it has performed, unless this harm is attributable to any deliberate act or omission, or gross negligence on the part of Liftinstituut or its staff
7. Liftinstituut’s liability shall in all cases remain confined to the sum which its insurance company pays out as the case may be. Furthermore, Liftinstituut’s liability shall at any rate be confined to a sum of EUR 1,000,000.00 in the case of each incident, in respect of which a series of incidents shall be deemed to constitute a single incident. To be eligible for compensation the loss concerned must be reported to Liftinstituut before four (4) weeks expire after the incident which occasioned it.

Article 7 – Force majeure

1. In the event that Liftinstituut is prevented by *force majeure* from performing any work which it has announced or stipulated in consultation with a customer, its duty to do so will be suspended by operation of the law for the duration of the situation of *force majeure* irrespective of whether or not Liftinstituut is in default at the time that the situation of *force majeure* commences. In the event that a situation of *force majeure* lasts two (2) months, either party shall be entitled to cancel all or part of the relevant agreement by means of a unilateral written notice to this effect, and this shall not give rise to any liability for compensation on either side.

2. *Force majeure* is deemed to mean any foreseeable or unforeseeable circumstances outside Liftinstituut's control which occurs at the time announced for the work by Liftinstituut or determined by the parties together, which temporarily or permanently prevent compliance with the relevant agreement or as a result of which Liftinstituut can no longer reasonably be expected to carry out the work concerned. Such circumstances shall at any rate be deemed to include war, the danger of war, mobilisation, terrorism, civil unrest, strikes, government action, fire, storm damage and flooding. Furthermore, *force majeure* shall be deemed to refer to the fact that the relevant customer has failed to comply with his obligations under the terms of Article 4 of these General Terms and Conditions of Supply.

3. Liftinstituut undertakes to notify the customer concerned of any situation of *force majeure* as soon as possible.

Article 8 – Intellectual property

Liftinstituut owns and holds exclusive rights to its name, logo, methods, regulations (including its quality handbook and phrasebook), reports and its other information. A customer shall not be permitted to use Liftinstituut's name, logo, methods or any intellectual property belonging to it in any way whatsoever, nor to make any disclosure concerning same to some other party except with Liftinstituut's prior, written consent.

Article 9 – Governing law and competent body

1. Any agreement and legal relations to which these General Terms and Conditions of Supply apply shall be governed by and construed in accordance with the law of the Netherlands.

2. Any dispute which arises in relation to certification and inspection work, be it legally prescribed or not, shall only be adjudicated in accordance with Liftinstituut's *Reglement van bezwaar en beroep* [Objection and Appeal Regulations].

3. Any dispute other than those referred to in the foregoing clause shall be brought before a competent court of law in Amsterdam.