



General Terms and Conditions of Safety Consulting & Technology B.V.

Gorinchem, 1 May 2015

1. Name

Our offers refer to SafetyCT as 'the consultant, 'the investigator' or 'we' or 'I'. The contracting authority is referred to as 'the client' or by name or title.

2. Order issue

Orders are issued in the form of a written confirmation following a quotation, or a written purchase order, or in the form of written or verbal (following a quotation, or otherwise) instructions to carry out specific work.

3. Best-efforts basis

Unless explicitly stated otherwise, the contract will be fulfilled on a best-efforts basis.

4. Use of time

The consultant notes the use of time and the activities for which the invoiced hours are used. The client receives a specification.

5. Confidentiality

All information which becomes known to the consultant while fulfilling the order will be treated confidentially. If any information needs to be disclosed for whatever reason, the client's permission is required first. The documents drawn up by the consultant for the purpose of fulfilling the order can be accessed by employees (including the works council or equivalent bodies), managers and the organisation's administrative authority, unless determined otherwise beforehand, and relate to the total scope of the order or specific cases.

6. Access

The client guarantees that the consultant will have access to all information considered relevant by the consultant, and to the persons or departments involved with the organisations.

7. Presentation

The client guarantees proper announcement of the order and introduction of SafetyCT consultants, in accordance with the regulations or normal procedures that apply in the organisation.

8. Liability

SafetyCT and/or the persons/agents engaged by SafetyCT are not liable for damage suffered by the client when applying or using the result of the work of SafetyCT, unless malicious intent or gross negligence can be demonstrated on the part of SafetyCT and/or the persons/agents engaged by SafetyCT.

Any liability on the part of SafetyCT is limited to the amount of the order as awarded to SafetyCT by the client.

9. Fee and costs

The day period fee will be agreed for each assignment (and client). Travel and accommodation costs will not be charged, unless otherwise agreed. However, a limited part of the day period is reserved for travel time. The basic assumption is that the normal meeting and lesson blocks in the morning, afternoon or evening can be performed within the time allowed for a day period.

10. Preliminary termination

If (one of) the parties wish(es) to terminate an order prematurely, a settlement that does justice to the interests of both parties will be agreed in mutual consultation. If the client wishes to terminate the order and no agreement is reached, the client shall pay in full an average monthly amount, calculated by dividing the total number of day periods by the number of months for the entire order, for each of the three full months following termination.

11. Rate adjustment

In principle, the rates for SafetyCT's services specified in the quotation may only be increased to compensate for inflation, according to the Statistics Netherlands index for Collective Labour Agreement wages per hour including special remuneration in the Business Services Industry (CBS index CAO-lonen per uur inclusief bijzondere beloningen Bedrijfstak Zakelijke Dienstverlening). Exceptional increases may be made in the event of substantial changes to purchase rates, which would make normal business operation impossible.

12. Payment terms

Invoices are sent monthly. Payment must be made within 20 days from the date of the invoice.

