

## GENERAL TERMS & CONDITIONS CS-TS

### **PART 1. CONDITIONS**

#### **I. DEFINITIONS**

"CS-TS" in the general sense of the word means the company CS-TS BV, with its registered office at 8540 Bredene Vijverstraat 3, Belgium.

For the purposes of these conditions, the "client" is defined as all those who place an order with, or, more generally, enter into a legal relationship with CS-TS, on the understanding that by placing an order or entering into a legal relationship, the client declares itself authorized to do so and therefore personally guarantees the obligations arising from the order, even if it does so on behalf of a third party.

#### **II. AREA OF APPLICATION**

The general terms and conditions shall apply to all assignments issued to and agreements concluded with CS-TS. This means that the general terms and conditions of any other party, in any form whatsoever, cannot in any way apply to the legal relationship with CS-TS. By merely accepting the offer and placing the order, the client also accepts the general terms and conditions.

Deviations from these general terms and conditions shall only apply if and insofar as they have been expressly agreed in writing. Verbal agreements shall be binding on CS-TS only after and insofar as they have been confirmed in writing by CS-TS.

#### **III. OFFERS**

All offers, in any form whatsoever, are non-binding and shall only be considered as an invitation to give or grant an order, unless otherwise stated in writing by CS-TS.

Verbal orders shall only be definitively accepted if they are confirmed in writing within 24 hours or if the order is taken into execution by CS-TS.

Written confirmations must be specified as fully as possible with all information necessary for the correct execution of the order (nature and number of tests, location, equipment and forklift present, weight, value, and coefficients of friction, etc.).

This information must be in CS-TS's possession sufficiently in advance in order to carry out the order as requested.

CS-TS reserves the right to refuse an order despite offers made.

#### **IV. EXECUTION OF ORDERS**

CS-TS is authorized to make use of third parties in the execution of the agreement.

The supply of legally approved scaffolding and/or lifting equipment, such as at least a forklift suitable for carrying out the work, as well as the connection and supply of electricity, heat, lighting and water in accordance with the applicable Belgian standards, must be arranged by and shall take place at the expense and risk of the client.

Where necessary, the principal shall ensure that CS-TS employees are granted access to land, buildings and/or projects as required for the performance of the work, and that all formalities required for this purpose are completed.

In addition, the client shall ensure, for example if CS-TS carries out its work at a location where it has (partial) supervision, that the safety provisions of laws and/or regulations relating to the work and working conditions are fully observed.

The principal shall at all times promptly provide CS-TS with all relevant available and/or required data, information and documentation which is and/or may be relevant to the proper performance of the assigned work. This shall include the safety provisions referred to below.

The principal guarantees the accuracy of the data, information and documentation provided by it and shall be liable for any direct or indirect damage in the broadest sense (including damage suffered by CS-TS, such as as a result of, but not limited to, the unsuccessful action of an employee) arising from or in connection with any inaccuracy thereof.

*The client shall also indemnify CS-TS against all claims relating to any damage as referred to above.*

CS-TS may not - except in the event of wilful intent or gross negligence on the part of CS-TS or its employees or in the event of non-fulfillment of essential obligations - be held liable for any damage resulting from the performance of its activities. CS-TS shall under no circumstances - except in the event of gross negligence or wilful misconduct on the part of CS-TS or its appointees or in the event of the non-performance of essential obligations - be liable for trading losses (both direct and indirect), consequential damage and economic loss suffered by the customer. The liability of CS-TS shall in any case always be limited to the invoice amount

#### **V. PRICES**

CS-TS shall be authorized to charge the then-current rates when executing the agreement. These rates are based on day or half-day rates and this on the basis of a normal working day of 7 hours or a half-day rate equal to 3.5 hours.

CS-TS shall be entitled to increase the agreed rates if the costs and/or prices on which the rates are based give cause to do so.

Unless expressly agreed otherwise, travel costs shall be charged per completed assignment or day at EUR 2/kilometre.

Prices quoted by CS-TS in offers are exclusive of VAT or other government levies unless otherwise stated.

Unless expressly agreed otherwise, overtime, including evening, night, Saturday, and Sunday work as well as work on a generally recognized public holiday, shall be charged in full to the client at the applicable rates.

Any delay in the performance of the agreement caused by circumstances not attributable to CS-TS and/or not reasonably foreseeable by CS-TS shall be for the account of the principal and shall be charged at the agreed rate for day or half-day performances.

## **VI. PAYMENT**

All invoices from CS-TS to the client must be paid prior to the date of the first test day. Exceptionally, payment may be made within fifteen days of the invoice date in the manner specified by CS-TS, unless otherwise authorized in writing by CS-TS.

Customers placing a first order are required to pay prior to the date of the first test day.

Reports will not be delivered if payment has not been made.

After the expiry of the due date, the client shall be deemed to be in default by operation of law without additional written notice of default and shall be liable immediately to pay conventional damages on the invoice amount in the amount of 10 per cent of the amount due with a minimum of EUR 75.00 and a maximum of EUR 10,000.00 as well as interest from the due date in the amount of 1 per cent per month, whereby part of a month shall be charged as a full month.

CS-TS shall be entitled to apply payments made by the client to settle firstly any interest and compensation due, and secondly any invoices which have been outstanding the longest, even if the client states that the payment relates to a later invoice.

The principal shall not be entitled to invoke a discount or set-off/compensation upon payment.

## **VII. ADDITIONAL WORK**

If an extension or modification of the order leads to an increase in the price or extension of the period required for the performance of the work, CS-TS shall inform the principal thereof before carrying out the modified order.

If the client's additional wishes resulting in changes to the agreed work lead to CS-TS's obligations under this agreement becoming more onerous or extended, this shall constitute additional work that shall be eligible for additional payment in accordance with the applicable rates.

If CS-TS is of the opinion that additional work is involved, it shall notify the client as soon as possible in writing. CS-TS shall also provide the client with an indication of the consequences for the period for completion of the work, as well as the consequences for the estimated costs.

## **VIII. TERMS**

Time limits specified by or to CS-TS shall never be regarded as expiry periods unless expressly agreed otherwise in writing. In the event of late performance, CS-TS must, therefore, in cases where performance is still possible, be given notice of default whereby CS-TS

be given a reasonable period in which to fulfill its obligations. If this extended period is exceeded, the principal shall, except in cases of force majeure, be entitled to dissolve the agreement insofar as no work has yet been carried out. CS-TS shall in such case not be liable for damages.

#### **IX. CONFIDENTIALITY**

Both parties are bound to the confidentiality of information, technical data and/or documentation, as well as any other data that can be considered confidential, originating from the other party. This duty of confidentiality also extends to the (contents of the) agreement.

The principal is further bound to maintain confidentiality with respect to all information relating to the (manner of) execution of the agreement by CS-TS, except in so far as CS-TS has given its consent to disclosure. However, the client irrevocably authorizes CS-TS to publicize the execution of assignments at the client's premises, including in commercial writings, publications, website, etc., unless otherwise agreed in writing in the special terms and conditions of the assignment.

The parties shall not make data and information as referred to in this article available to third parties and shall only disclose them to their staff insofar as this is necessary for the performance of the agreed services.

The parties will do everything that is reasonably possible and necessary to ensure confidentiality with regard to the data and information referred to in this article. The parties shall ensure that their employees and third-party employees comply with the duty of confidentiality.

Without prejudice to the foregoing, CS-TS shall, in relation to the performance of its work, be authorized to provide data or allow inspection of records to the competent authorities including accrediting bodies, if so required.

#### **X. COPYRIGHT**

The intellectual and industrial property rights in respect of reports, certificates, advice, audiovisual materials and other documents provided to the client (including online reports issued by means of computer connections or other means of telecommunication) shall be held exclusively by CS-TS.

The principal shall only be permitted to disclose these to third parties or make them available for use after it has fulfilled all its obligations to CS-TS and obtained CS-TS' prior written consent.

#### **XI. FORCE MAJEURE**

If the performance of the agreement is prevented or seriously impeded as a result of a circumstance that cannot be attributed to CS-TS (force majeure), its obligations shall be suspended. During the period in which CS-TS is unable to fulfill its obligations due to force majeure, the client shall not be entitled to dissolve the agreement, nor shall there be any obligation to pay damages.

If CS-TS has already fulfilled part of its obligations when force majeure occurs, or is only able to fulfill part of its obligations, it shall be authorized to invoice separately for the part already performed or the part to be performed respectively.

For the purposes of this article, force majeure shall be deemed to exist if fulfillment is prevented by strikes, lockouts, riots, epidemics, disturbances, revolt, measures taken by the government and/or

other competent authorities, accidents and other impeding circumstances beyond the control of CS-TS.

CS-TS shall also be entitled to invoke force majeure if the circumstance preventing (further) fulfillment occurs after CS-TS should have fulfilled its obligation..

## **XII. DISSOLUTION – CANCELLATION**

For all cases where the assignment does not go ahead or is canceled, through no fault of CS-TS, the client undertakes to pay CS-TS compensation corresponding to 20% of the agreed price.

If the cancellation is notified after 14 hours the day before the commencement of the assignment, this compensation shall increase to 50% of the agreed price.

## **XIII. COMPLAINTS**

In the event of complaints regarding the work performed by CS-TS, the client must lodge a complaint within three working days of discovering or could have discovered irregularities in the performance of the work to which the complaint relates and/or the damage concerned. After expiry of this period, any right to, for example, compensation and/or rectification of the irregularities shall lapse.

Complaints should be reported by registered letter, as detailed as possible, stating all relevant details, including report and report numbers.

Any rights of the principal pursuant to a timely complaint shall lapse if the principal fails to invite CS-TS to attend an assessment to be held by it or if the principal denies CS-TS the opportunity to hold a counter-assessment.

If CS-TS considers the complaint well-founded, CS-TS shall, to the extent possible and within the limits of reasonableness and fairness, remedy the irregularities, within the limits of liability as stipulated in sub XIV.

Even if the client formulates a complaint in a timely manner, its obligation to pay for instructions issued shall remain..

## **XIV. LIABILITY**

By entering into any agreement, CS-TS assumes a best-efforts obligation and under no circumstances an obligation to achieve a result.

CS-TS shall not be liable for any damage in respect of an attributable shortcoming in the fulfillment of its obligations or in tort vis-à-vis its principal, unless the damage is the result of intent or gross negligence on the part of CS-TS, its directors or third parties for which it is responsible.

CS-TS shall in any event not be liable for consequential damage, except in the event of wilful intent.

If any exclusion of liability is not applicable, the liability of CS-TS shall be limited to an amount equal to ten times the fee to be charged or already charged in respect of the activities causing the damage.

CS-TS shall at all times be entitled to repair the damage itself or have the damage repaired.

Any right to compensation shall lapse if the client does not institute legal proceedings after CS-TS has definitively rejected any (alleged) claim by the client within six months of the said written notification.

The client shall at all times indemnify CS-TS against third-party claims for damages for which CS-TS is not liable vis-à-vis the client in accordance with these terms and conditions. In the aforesaid case, the client shall also indemnify CS-TS for any costs, damages and interest resulting from such third-party claims.

CS-TS shall never be held responsible or liable for decisions taken by the client or third parties on the basis of reports and/or certificates issued.

#### **XV. TRANSFER**

The client shall not transfer any rights arising from the agreement to third parties without the prior written consent of CS-TS.

#### **XVI. TAKEOVER OF PERSONNEL**

Neither party may employ personnel of the other party during the term of the agreement or within two years of the termination of the agreement, unless this is done with the written consent of the other party.

#### **XVII. APPLICABLE LAW AND COMPETENT COURT**

CS-TS and the principal submit to Belgian law in respect of these general terms and conditions and in respect of all agreements between the parties.

With regard to disputes between the parties, the Courts of CS-TS's registered office shall have exclusive jurisdiction.

#### **XVIII. NULLITY**

The possible nullity of one of the provisions of these terms and conditions shall in no way entail the nullity of the remaining provisions, which shall therefore continue to apply in full.

## **PART 2. TESTS & CERTIFICATION**

### **XX. Reporting & Certification**

The validity of the report starts when CS-TS takes the decision to award a report. If CS-TS decides not to award the report on the basis of test results, no objection, appeal or any legal remedy is available.

Certificates are drawn up as provided for in the EUMOS 40509 art 7 standard and are not compulsory. Certificates can be obtained at cost price at the customer's request.

The report is only valid for the natural or legal person for whom it was issued. The report cannot be transferred to third parties.

The validity of the report expires

at the end of the validity period indicated on the report;

- upon termination of the agreement;
- if (the right to conduct) the report is not used in good faith, incorrectly or improperly..

CS-TS has the right to suspend an awarded report:

If the applicable requirements are not met at the time of testing, audit or inspection and during the use of the report

- If adjustments to the requirements agreed in advance are not met
- requirements in the interim;
- if the obligations arising from the agreement are not met by the principal and/or the certified, including non-payment of the price as agreed between the parties, also for assignments other than the one leading to certification.

The suspension is notified to the certified in writing and takes effect 5 days after the date of the notice, sent by registered mail. The suspension is a temporary measure, which will not exceed a period of three months.

If, during the period of suspension, the deficiency(s) have not been removed, the report will be withdrawn. The revocation shall be notified in writing to the certified and shall take effect 3 days after the date of the notice, sent by registered mail.

On expiry and on revocation, the report shall be sent to CSTS immediately and by registered post and the former certified shall refrain from any further use of or reference to the report or the certification mark.

If this is breached, it shall forfeit an immediately due and payable fine, not subject to judicial mitigation, of two thousand five hundred Euros (€2,500.-) per breach.

Revocation may be suitably publicized by CS-TS. The costs thereof shall be reimbursed by the former certified.

During the period of validity of the report, the certified party undertakes to comply at all times with the certification requirements as they apply at the time the report is issued, as well as with adjustments from the effective date thereof. It shall take sufficient measures to this end.

During the period of validity of the report, the certified shall have the right to refer to the report and display the certification mark. It is allowed to mark products and packaging with the certification mark under certain conditions to be set by CS-TS.

If the certification mark is used after the expiry of the validity of the report or if, during the validity of the report, the certification mark is not used in good faith, incorrectly or improperly, the certified party shall forfeit an immediately payable fine, which is not subject to judicial moderation, of twelve thousand five hundred euros (€12,500.00) per violation per day.

In such a case, CS-TS shall also have the power to notify the authorities and the notified. Moreover, from the moment the unjustified use of the certification mark is established, the report will inevitably result in the immediate revocation of all the client's certificates.

Publication, in any manner whatsoever, of reports or letters issued by CS-TS to the certified will be permitted by the applicant or the certified only for publication in their entirety and in the language in which they are written. Prior written approval by CSTS is required in all cases of publication.

The certification will be paid separately from the price of the assignment to the special conditions as agreed in the assignment and this per report