



GENERAL TERMS AND CONDITIONS OF DELIVERY

Instituut voor Veiligheid & Milieu B.V. (Institute for Safety & the Environment B.V.) (IVM)

IVM is a member of the Nederlandse Raad voor Training en Opleiding (Dutch Council for Training and Education) (NRTO). These General Terms and Conditions are in line with the NRTO's General Terms and Conditions and Code of Conduct.

Article 1: Definitions

1. In these General Terms and Conditions, the following terms are defined as stated below:
 - IVM: Instituut voor Veiligheid en Milieu (Institute for Safety & the Environment);
 - Client: a party (company, institution and/or private individual) that has entered into an Agreement with IVM, has contracted IVM, and/or with whom IVM has entered into negotiations;
 - Agreement: a contract for services between IVM and the Client, whereby IVM performs services for the Client;
 - Parties: the Client and IVM jointly;
 - Terms and Conditions: the most recent version of IVM's general terms and conditions.

Article 2: Applicability

1. The Terms and Conditions apply to all quotations and offers issued by IVM and negotiations entered into by IVM, as well as to Agreements between IVM and the Client.
2. By entering into the Agreement, the Client accepts the applicability of the Terms and Conditions. IVM expressly disclaims the applicability of the Client's general terms and conditions, however named.
3. Deviations from the Terms and Conditions are only permitted if expressly stated or acknowledged by IVM in writing. Deviations from the Terms and Conditions will only apply for the relevant Agreement for which they have been accepted.
4. If and to the extent that one or more provisions of the Terms and Conditions might contradict mandatory statutory provisions, these latter provisions will be deemed to have replaced the relevant provisions in the Terms and Conditions, without prejudice to the validity of the other provisions of the Terms and Conditions.
5. If the content or interpretation of provisions of the Terms and Conditions is contradictory, a provision from a specific section that applies to the Agreement will prevail over a provision from this general section. To the extent that such an interpretation is not possible and contradictions arise between the text of these Terms and Conditions and the Agreement, the text of the Agreement will prevail.
6. IVM reserves the right to amend the Terms and Conditions. The amended Terms and Conditions will apply in the future to existing quotations, offers, and negotiations and Agreements entered into after IVM has informed the Client of the existence of the amended Terms and Conditions.

Article 3: Formation, term, and amendment

1. All offers, quotations, and price estimates issued by IVM are without obligation and may, so long as acceptance has not taken place, be revoked in whole or in part by IVM at any time. In any case, offers are never valid for longer than two (2) months from the date of the offer, quotation and/or price estimate, unless expressly stated otherwise in writing.



2. The Agreement is formed only through written confirmation from IVM, written acceptance of the Agreement by IVM, or after IVM has already proceeded to perform the Agreement. Arrangements or agreements with subordinate members of staff at IVM are not binding on IVM, to the extent that IVM has not expressly confirmed them in writing. Subordinate personnel in this context are all employees and workers who do not have the power of representation.
3. Amendments to the Agreement will not be effective until expressly accepted in writing by IVM.
4. If an Agreement is formed with two or more Clients, they will be jointly and severally liable for the fulfilment of all obligations arising from the Agreement.
5. The Agreement states the agreed term and, if applicable, the termination date of the contract. The term of the contract is not a deadline, unless expressly agreed otherwise in the Agreement.
6. The term of the contract is established based on the expectation that IVM will not be hindered in the provision of the services or performance of the work. If IVM finds that the term will be exceeded, IVM will notify the Client thereof as soon as possible.
7. IVM will be entitled to charge the Client in full for justified additional work resulting from altered or supplementary work performed on the instruction of the Client or because, in the opinion of IVM, this was strictly necessary.

Article 4: Performance of the Agreement

1. IVM will perform the Agreement to the best of its knowledge and ability.
2. If and to the extent that proper performance of the Agreement so requires in the opinion of IVM, IVM will be entitled to have its obligations under the Agreement performed by third parties.
3. The Client will ensure that all data, which IVM indicates to be necessary or which the Client should reasonably understand to be necessary for the performance of the Agreement, be provided to IVM in a timely manner.
4. If the data referred to in the previous paragraph has not been provided to IVM or has not been provided to IVM in time or in full, IVM will be entitled to suspend performance of the Agreement and charge the Client for any additional costs resulting from the delay at the usual rates. In no case can the delay caused by non-compliance with the previous paragraph be attributed to IVM and/or result in any compensation.
5. If it has been agreed that the Agreement will be performed in phases, IVM may suspend the performance of those parts belonging to a subsequent phase until the Client has approved in writing the results of the preceding phase.

Article 5: Price

1. Unless otherwise stated, prices will be as stated in the offer, price estimate, or quotation, or be calculated based on the rate indicated by IVM.
2. Where appropriate, IVM and the Client can agree for work to be charged based on actual cost.
3. IVM reserves the right to charge the Client additional costs, if additional costs arise due to the level of urgency required by the Client or if additional costs result from additions and/or amendments to the Agreement at the Client's request.

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4. If one or more cost factors increase after formation of the Agreement, but before performance of the Agreement, IVM will be entitled to adjust the price. IVM will notify the Client of the price adjustment as soon as possible. If such a price increase based on cost factors exceeds 20% of the original price, the Client and IVM will be entitled to dissolve the Agreement, whereby the Client has a maximum period of seven (7) days after taking note of IVM's notice of the price increase to dissolve the Agreement by means of a written notice to IVM, unless, considering the circumstances of the case, this is manifestly unreasonable. Dissolution on the basis of this paragraph does not entitle the Client to any compensation.
5. IVM will, at the Client's request, provide an itemised invoice for the work performed.
6. All prices quoted are exclusive of sales tax (VAT) and other statutory levies, unless expressly agreed otherwise in writing.

Article 6: Payment

1. Unless expressly agreed otherwise in writing, payment will be made within a period of fourteen (14) days net after the invoice date, without any discount or set-off. Without prejudice to its other obligations, the Client owes statutory commercial interest on any amounts still outstanding from the due date of the invoice until the date of full payment, in accordance with Section 6:119a of the Dutch Civil Code.
2. IVM is at all times free to demand a provisional or partial payment during or prior to the performance of the Agreement. IVM will at all times be entitled to request security from the Client and the Client will, at its own request, be entitled to provide security in the form of a bank guarantee or other security, at the discretion of IVM, failing which IVM may exercise its rights under Article 7.
3. If the Client does not expressly object to the invoiced items in writing to IVM within seven (7) working days after the date of the relevant document, the Client will be deemed to have accepted the invoiced items.
4. IVM is entitled to charge the Client for all - reasonably - incurred judicial and extrajudicial collection costs.
5. Extrajudicial costs amount to 15% of the invoice amount, with a minimum of €35.
6. Payments made by the Client will always first go towards settling any interest and costs owed, and second towards paying those due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a specific (later) invoice.

Article 7: Suspension and dissolution of the Agreement

1. Any amounts payable by the Client to IVM will be immediately due and payable without prior notice of default in the cases on the following non-exhaustive list:
 - a. if the Client has failed in the performance of the Agreement or if IVM has good reason to fear that the Client will not fulfil its obligations;

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- b. if IVM has asked the Client to provide security for compliance upon or after formation of the Agreement and this security is not forthcoming or is insufficient in the opinion of IVM;
 - c. if IVM has asked the Client to pay in advance upon or after formation of the Agreement and this advance payment is not forthcoming or is insufficient in the opinion of IVM;
 - d. if circumstances arise with regard to persons and/or material that IVM uses or tends to use in the performance of the Agreement, which are of such a nature that performance of the Agreement becomes impossible or extremely difficult and/or disproportionately expensive;
 - e. if the Client is declared bankrupt, submits a request for suspension of payments, files for its own bankruptcy, prepares or offers an arrangement under the Court Approval of a Private Composition (Prevention of Insolvency) Act [Wet Homologatie Onderhands Akkoord], prepares or files an initiation statement to offer and homologate a private composition, prepares or submits a request for the appointment of a restructuring expert, or becomes the subject of other insolvency proceedings, including proceedings under the Court Approval of a Private Composition (Prevention of Insolvency) Act, or if the Client has been granted debt restructuring under the Debt Restructuring (Natural Persons) Act [Wet schuldsanering natuurlijke personen].
2. In the cases referred to in the previous paragraph, IVM is authorised to suspend further performance of the Agreement or to dissolve the Agreement in whole or in part, in writing and without judicial intervention, without prejudice to IVM's right to claim compensation.
 3. Suspension by IVM does not affect the Client's obligation to fulfil their obligations arising from the Agreement.
 4. IVM does not accept any liability for possible loss or damage sustained by the Client and/or third parties as a result of the suspension or dissolution.
 5. IVM's authority to suspend or dissolve also applies to other contracts from the Client and other Agreements entered into with the Client.

Article 8: Liability

1. In the event of manifest attributable non-compliance or an unlawful act on its part, IVM will only be under an obligation to pay compensation that does not exceed the invoice value excluding VAT of the relevant Agreement in connection with which the loss or damage was caused, except where the non-compliance or unlawful act is the result of intent and/or gross negligence on the part of IVM. If the Agreement is primarily a continuing performance contract with a term of more than one (1) year, the price stipulated for that Agreement will be set at the total of the fees (excl. VAT) stipulated for one (1) year, except in case of intent and/or gross negligence on the part of IVM. If the limitation of liability under this article does not hold for whatever reason, IVM's liability will be limited to the amount that the insurer actually pays out in the case in question.
2. IVM can only be held liable for direct loss or damage, with the express exclusion of indirect loss or damage. Indirect loss or damage is understood to mean: trading loss, damage to image, loss of profit, unforeseen expenses, missed savings, demurrage, consequential loss or damage (also at third parties), any other form of financial loss, including full extrajudicial collection costs and full legal costs, all possible third-party claims, including loss, theft or damage to property of participants in a training or course, personal injury, property damage, loss of added value.

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3. The Client authorises IVM to accept any liability limitations of third parties on the Client's behalf.
4. IVM is not liable for any inaccuracies or incompleteness in advice and teaching materials, and neither for failures by third parties engaged by IVM.
5. The Client indemnifies IVM against all third-party claims for whatever reason that are related to or arise from the Agreement and will cover all of IVM's costs, loss or damage, and fines ensuing from those claims.
6. The Client indemnifies IVM against third-party claims for loss or damage arising from or related to the Agreement that IVM is under an obligation to compensate on the basis of a mutual indemnification agreement with a third party.
7. If the Client cancels an Agreement in whole or in part, the Client will be under an obligation to cover all expenses already incurred (costs of preparation, orders placed with third parties, storage, commissions, etc.) as well as a compensation for loss of profit.

Article 9: Force majeure

1. If IVM is prevented from fulfilling its obligations arising from the Agreement due to force majeure or a non-attributable failure in performance, IVM will be entitled to suspend or dissolve the Agreement in whole or in part, at its own discretion and without judicial intervention.
2. Force majeure will in any case be deemed to exist on the part of IVM in the case of illness, incapacity for work, transport problems, lack of teaching materials, technical operational failure, fire, acts of war, floods, strikes, epidemics, pandemics, government measures, non-delivery or late delivery of information to IVM by the Client, outages of the internet, data networks, telecommunication facilities, incidents at third parties, as well as any other circumstance that does not depend exclusively on the will of IVM, as a result of which performance of the Agreement cannot take place, also at third parties engaged by IVM.
3. In the event of force majeure, IVM will not owe the Client any compensation for any loss or damage suffered.
4. If a force majeure situation lasts longer than two (2) months, both parties will be entitled to dissolve the Agreement without IVM being required to pay the Client compensation.
5. If IVM has already partially fulfilled its obligations before the start of the force majeure situation or can only partially fulfil its obligations as a result of force majeure, IVM will be entitled to invoice the part already performed or the part that can still be performed separately and the Client will be under an obligation to pay this invoice as if it concerned a separate contract.

Article 10: Copyright

1. All copyrights to reports, advice, teaching materials and other documents developed and compiled by IVM for the Client under the Agreement are vested in IVM.
2. All documents provided by IVM, such as reports, advice, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Client and may not be reproduced, made public or disclosed to third parties by the Client without IVM's prior consent.

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3. With regard to IVM's intellectual property rights – under the suspensive condition of full payment of the amount payable – the Client will never obtain more than a non-exclusive and non-transferable user licence and only to the extent that this is required for the correct performance of the Agreement and does not go beyond what is strictly necessary for the intended and agreed use for its own purposes.
4. IVM also retains the right to use the knowledge gained through the performance of the work for other purposes, to the extent that no confidential information is disclosed to third parties.

Article 11: Confidentiality and personal data

1. The Client and IVM are held to confidentiality regarding all confidential information that they have obtained from each other or from another source in the context of the Agreement. Information is considered confidential if the other party expressly designates information provided as such or if this follows from the nature of the information.
2. Personal data provided to IVM by the Client will not be processed by IVM or transferred to third parties for purposes other than for the purpose of performing the Agreement, unless IVM is required by law or for reasons relating to public order to process the relevant data or to transfer the data to authorised authorities.
3. The Client will ensure that the data controller as defined in the General Data Protection Regulation (GDPR) will comply with all obligations under that law. The Client indemnifies IVM against all third-party claims that may be brought against IVM on the basis of this regulation.
4. The personal data to be processed by IVM fall under the GDPR, whereby the Client is the 'data controller' and IVM the 'data processor'.
5. IVM will ensure an appropriate level of security in view of the risks associated with the processing and the nature of the personal data to be protected, if and to the extent that the data are located in IVM's systems or infrastructure.
6. If the Client has to rectify, erase or transfer data stored in IVM's systems in the context of a legal obligation, IVM will assist in this as much as possible. The costs for additional work will be invoiced separately.
7. In the event of an incident, IVM will notify the Client without undue delay (but within 36 hours). An incident is a data breach, a complaint from a natural person with regard to the processing of personal data, an investigation into or attachment of the personal data, unauthorised access, processing, erasure or a breach of security or any other event that leads to accidental or unlawful destruction or loss of personal data.
8. As the data controller, the Client is responsible for reporting the incident to the competent authorities. The reporting obligation in any case includes reporting the fact that there has been a security / data breach. In addition, the duty to report includes specification of the (alleged) cause of the breach, the (as yet known) consequence, and the proposed solution.



Article 12: Applicable law and competent court

1. These Terms and Conditions as well as all offers, quotations, price estimates, negotiations and Agreements to which these Terms and Condition relate in whole or in part are governed exclusively by Dutch law.
2. Any disputes between IVM and the Client about the interpretation or application of the Terms and Conditions and any resulting negotiations, quotations, offers, price estimates and Agreements will be submitted exclusively for settlement to the North Netherlands District Court, Assen location.

Part A - Specific Agreement: Secondment

Article 13: Applicability

1. Secondment will be deemed to exist when IVM enters into an Agreement with the Client that sees a natural person who works for IVM perform work for the Client, or when an Agreement has been expressly designated by the Parties as a Secondment Agreement, and it will then be governed by Articles 13 through 22.

Article 14: Additional definitions

1. In addition to the definitions used in these Terms and Conditions, the following definitions are used in this section of these Terms and Conditions:
 - **Seconded Person:** a natural person who works for IVM, whether or not under an employment contract, and who is engaged to work as part of the performance of the Agreement for the benefit of the Client.

Article 15: Obligations and rights of IVM

1. The Seconded Person performs the work under the Agreement under their own direction and management or under the strict management and supervision of IVM. The Seconded Person is expressly not managed and supervised by the Client.
2. The Seconded Person is subject to the regulations applicable at IVM.
3. IVM is responsible for:
 - Supervising and managing the Seconded Person, taking into account the Seconded Person's abilities and limitations;
 - Holding performance interviews with the Seconded Person and/or making performance reviews;
 - Taking care of the working conditions aimed at maintaining, restoring or improving the Seconded Person's capacity for work;
 - Monitoring the hours to be worked by the Seconded Person;
 - Logging hours of (special) leave.
4. IVM can post the Seconded Person at multiple Clients.
5. IVM will endeavour to post the same Seconded Person(s) as much as possible during the term of the Agreement. IVM is entitled to offer substitute Seconded Persons during the term of the Agreement, if IVM deems this necessary.

If the Seconded Person is substituted by another Seconded Person for the performance of the same work as for which the Agreement has been formed, this will not lead to a change in the rate, unless agreed otherwise in writing. If a specific person is seconded ('named Seconded Person'), IVM will be entitled to set the rate again.



Article 16: Obligations and rights of the Client

1. The Client is responsible for the working conditions of the Seconded Person. The Client undertakes to have the Seconded Person carry out the work in accordance with laws and regulations and to take such measures and to give directions and instructions to the Seconded Person as reasonably necessary to prevent the Seconded Person from sustaining injuries in the performance of the work. The foregoing does not alter the fact that the work is not performed by the Seconded Person under the Client's management and supervision.

Article 17: Working days and times

1. The Seconded Person's working days and times are, in principle, the same as those of the Client's personnel at the relevant location, unless agreed otherwise in writing.
2. Overtime only applies if work is carried out at the request of the Client outside the working days and times as referred to in the first paragraph of this article.

Article 18: Supply and posting outside the Netherlands

1. The Client is not entitled to post the Seconded Person at third parties.
2. The Client will not post the Seconded Person outside the Netherlands without IVM's permission.

Article 19: Leave and training days

1. The Seconded Person will take leave in consultation with the Client and taking into account the normal progress of the work.
2. Leave taken by the Seconded Person will be paid by the IVM.
3. Costs of courses taken at the Client's request, as well as the time involved, will be borne by the Client.
4. The Client can designate a number of days each year on which its office or the training location is closed for reasons to be specified. In that case, no work will be performed by the Seconded Person at that location, unless otherwise agreed.

Article 20: Indemnification

1. In addition to the provisions of Article 8, the Client indemnifies IVM against third-party claims arising from any errors made by the Seconded Person.

Article 21: Recruitment prohibition

1. The Client will in no way influence nor have others influence, nor cooperate with, nor have others cooperate with a Seconded Person who works for IVM, in any form whatsoever, nor employ them directly nor have them employed by third parties nor directly ask them to perform work for the Client, in violation of which the Client will forfeit an immediately payable fine of €25,000 per violation.
2. The fine above will become immediately due and payable, without any judicial intervention being required.
3. After termination of the Agreement entered into with the Client, the provisions of this article will remain in effect for one (1) year after the date of termination.

Article 22: Cancellation and amendment

If the Client cancels or amends a Secondment Agreement in whole or in part, the Client will be liable to pay the following costs:

- The time reserved on the basis of the Agreement will be charged in full. If the reserved time is expressed in days, it is assumed that a day consists of 8 hours.



- If the work performed under the Agreement lasts longer than 1 (one) month, the Parties will consult on reasonable compensation of the costs incurred by IVM. In doing so, the Parties will take each other's legitimate interests into account. If no agreement
- is reached following this consultation, the Client will be liable to pay in full the time reserved on the basis of the Agreement.

Part B - Specific Agreement: Courses

Article 23: Applicability

1. Courses will be deemed to be in effect when IVM enters into an Agreement with the Client that sees IVM give a Course, or when the Agreement in question has been expressly designated by the Parties as a Course Agreement or given a similar title, and will be governed by Articles 23 through 31.

Article 24: Definitions

1. In addition to the definitions used in these Terms and Conditions, the following definitions are used in this section of these Terms and Conditions:
 - Course Participant: the person who participates in a Course given by IVM.
 - Course: a course, training, education or information meeting or a series of multiple courses, trainings or information meetings, in the broadest sense of the word.

Article 25: Price

1. IVM will either charge the Client a fee for the Course it gives or a fee with a breakdown of the various price elements.

Article 26: Payment

1. Unless expressly agreed otherwise in writing, payment for a Course is due within a term of fourteen (14) days net after the invoice date, without any discount or set-off. Without prejudice to its other obligations, the Client owes statutory commercial interest on any amounts still outstanding from the due date of the invoice until the date of full payment, in accordance with Section 6:119a of the Dutch Civil Code.
2. In derogation from paragraph 1, IVM may request that payment be made before IVM starts performing the Agreement. The scheduled Course start date stated in the Agreement is taken as the start date for performance of the Agreement.

Article 27: Course rules

1. IVM may set admission requirements for persons participating in a Course. Meeting the admission standard used by IVM does not guarantee that the Course Participant will successfully complete the Course. If the selection of persons participating in a training or Course is left to the Client, the Client will comply as much as possible with IVM's admission standards.
2. The Client and the Course Participants taking the Course on the Client's behalf must comply with all decisions and measures taken by IVM. If a Course Participant misbehaves during the training or Course, the Course Participant may be refused further participation. In such a case, the Client and/or the Course Participant cannot claim a refund or reduction of the price.



Article 28: Teaching material

1. Teaching material obtained from third parties on the instruction of IVM and/or the Client is excluded from the copyright provisions under Article 10, unless this teaching material is not protected by copyright.

Article 29: Course cancellations and changes

1. In the event of insufficient registrations for a Course, IVM has the right to, at its own discretion, cancel or reschedule a Course, merge Courses, or not accept a registration.
2. Illness of a Course Participant or any other kind of inability to attend a training or Course does not constitute force majeure and does not entitle the Client and/or the Course Participant to a refund of the price or dissolution of the Agreement.
3. The Client has the right to cancel the Agreement before performance of the Agreement has started or to change it in consultation. An Agreement for a Course can only be cancelled or changed in writing by sending an email to:

- for an individual registration for a course: backoffice@werkveilig.nl
- for all other courses: planning@werkveilig.nl

The date when IVM's planning department received the email will be used as the date when IVM received the cancellation. The scheduled start date of the contract under the Agreement is the starting point for calculation of the fee charged for cancelling or changing a Course as specified in paragraph b of this article.

4. If the Client cancels or changes one or more Courses in whole or in part, the Client will be liable to pay the following costs:

Open registration (Course in which Course Participants from different organisations can participate and for which Course Participants are enrolled individually)

- in case of cancellation or a change from ten (10) working days before the start of an open registration, 50% of the price payable by an individual Course Participant.
- in case of cancellation or a change from two (2) working days before the start of an open registration, 100% of the price payable by an individual Course Participant.
- Rescheduling: If, after cancellation of an open registration course, a booking is made immediately in writing for a subsequent Course within the cancellation period (Rescheduling), a surcharge in the form of a 25% administrative fee will be charged for the follow-up training, in addition to the original price payable by individual Course Participants. The total amount due will be charged at the time of Rescheduling.

Group course (Course for which only Course Participants from the Client's organisation are registered, for example an In-Company course)

- in case of cancellation or a change from ten (10) working days before the start of a group course, 50% of the price of the group Course.
- in case of cancellation or a change from two (2) working days before the start of a group course, 100% of the price of the group Course.

5. Having a colleague take a Course instead of a Course Participant who is unable to attend is, in principle, free of charge, unless the substitution leads to IVM incurring additional costs, which will then be charged separately.
6. If the Client terminates the Agreement prematurely after the start of the Course, there is no entitlement to any refund of the amount paid or still owed by the Client to IVM.



Article 30: Complaints procedure

1. Complaints about the performance of the Agreement with regard to a Course must be submitted in writing by the Client to IVM within three (3) days after performance of the Agreement on info@werkveilig.nl.
2. If a complaint about a Course is justified, IVM will provide an appropriate solution in consultation with the Client.

Article 31: Liability

1. In addition to the provisions of Article 8, IVM is not liable towards the Client and the Course Participant(s), except in the event of intent or gross negligence on the part of IVM, for direct or indirect loss or damage of any nature for the Client or the Course Participant(s) resulting from them acting as per (the content of) the Course or course material.

Part C - Specific Agreement: Consultancy Services

Article 32: Applicability

1. Consultancy Services are deemed to exist when IVM enters into an Agreement with the Client under which IVM provides Consultancy Services, and will be governed by Articles 32 through 35.

Article 33: Additional definitions

1. In addition to the definitions used in these Terms and Conditions, the following definitions are used in this section of these Terms and Conditions:
 - Consultancy Services: all services to be provided by IVM in the field of advice and consultancy, including, but not limited to, the development and provision of reports and advisory documents, including the advice itself.

Article 34: Performance of Consultancy Services

1. In order to allow IVM to provide the Consultancy Services in an informed and correct manner, the Client undertakes to provide all necessary and relevant information immediately on request. IVM cannot be held liable for loss or damage caused by information not communicated.
2. The use that the Client makes of a Consultancy Service provided by IVM is always at the risk of the Client. The burden of proof that (the method of) the Consultancy Service does not comply with what has been expressly agreed in writing or with what may be expected from a reasonably acting and competent service provider, rests entirely with the Client, without prejudice to IVM's right to provide evidence to the contrary by all means.
3. Without IVM's prior express written consent, the Client is not entitled to disclose the specifics of procedures, methods and techniques used by IVM to third parties, and neither to disclose general information on IVM's Consultancy Services and/or the contents of these Consultancy Services to third parties.

Article 35: Reporting

1. IVM will periodically inform the Client in writing about the performance of the Consultancy Services in the manner specified in the Agreement. The Client will notify IVM in writing in advance of circumstances that are or may be relevant to IVM, such as the method of reporting, the issues that the Client wants to be addressed, the Client's priorities, availability of the Client's resources and personnel, and any unusual facts or circumstances or facts or circumstances that may not be known to IVM.



2. The Client will ensure that the information provided by IVM will be distributed and read within the Client's organisation and assess this information partly on the basis thereof and inform IVM accordingly.

Article 36: Cancellation

1. If the Client fully or partially cancels an Agreement under which IVM provides Consultancy Services, the Client will be under an obligation to cover all costs already incurred (preparation costs, orders placed with third parties, storage, commission, etc.), as well as loss of profit.

Loss of profit in the context of this article means the turnover lost according to the Agreement.

Part D - Specific Agreement: Product rental

Article 37: Applicability

1. Articles 37 through 42 are applicable if IVM enters into an Agreement with the Client whereby Products are rented to the Client.

Article 38: Additional definitions

1. In addition to the definitions used in these Terms and Conditions, the following definitions are used in this section of these Terms and Conditions:
 - Products: all products to be supplied by IVM, including special, but not exclusively safety materials, gas meters, fire extinguishers, AEDs and walkie-talkies.

Article 39: Rental

1. IVM rents the Products, accessories and associated user documentation specified in the Agreement to the Client.
2. The rental commences on the day the Products are made available to the Client.
3. In the event of a situation referred to in Article 7, paragraph 1, IVM is entitled, in addition to the rights referred to in Article 7, to take back the Products.

Article 40: Preliminary inspection and testing

1. Before or when making the Products available to the Client, IVM can prepare a description of the condition of the Products by way of a preliminary inspection carried out in the presence of the Client, stating any defects found. IVM may require the Client to sign the report drawn up with this description for acceptance before IVM makes the Products available to the Client. The defects in the Products stated in the report are at the expense and risk of IVM. If defects are identified, the Parties will agree whether, and if so in what way and within what period, the defects stated in the report will be repaired.
2. If the Client fails to adequately cooperate with the preliminary inspection as referred to in paragraph 1 of this article, IVM has the right to carry out this inspection without the Client being present and to draw up the report on its own. This report is binding on the Client.
3. If no preliminary inspection is carried out, the Client must test the Products made available within a period of 24 hours after commencement of the rental agreement and within that period notify IVM in detail in writing of possible defects. If the Client fails to do so, the Client is deemed to have received the Products in good and undamaged condition, complete with all accessories.



Any defects reported to IVM in writing by the Client will be accepted as is by the Client and IVM will not be under an obligation to repair or replace the Products, unless the defects are such that they impede the intended use of the Products.

Article 41: Use of the Products

1. The Client will only use the Products in accordance with the Agreement for the benefit of its own organisation or company. Use of the Products by or for the benefit of third parties is not permitted. The right to use the Products is not transferable.
2. The Client itself will install, assemble, connect and make the Products ready for use, unless expressly agreed otherwise in writing. The Client may only call on third parties insofar as this has been reported to IVM in advance and is expressly permitted.
3. The Client is not permitted to use the Products or any part thereof as collateral or security in any way whatsoever.
4. The Client will use and keep the Products with due care and diligence. The Client will strictly follow IVM's instructions for use and maintenance. The Client guarantees that the Products will only be used by competent personnel, in accordance with IVM's instructions for use.
5. The Client will take sufficient measures to prevent damage. In the event of damage to the Products, malfunctions, breakdowns, loss, theft or misappropriation of the Products, the Client will immediately inform IVM in detail in writing.
6. The Client is liable towards IVM for damage to the Products. The Client is always liable towards IVM in the event of theft, loss or misappropriation of the Products during the rental period.
7. The Client is under an obligation to insure the Products against the risks of fire, theft, storm damage, and water damage. Payments in respect of loss or damage of said Products take the place of said Products. IVM takes the place of the Client with regard to claims on the insurance policy for compensation following fire, theft, storm damage, or water damage. In the event of theft, loss or misappropriation or such damage that the Products must be considered a total loss, the Client will be under an obligation to pay IVM the current market value of the Products. In the event of other damage, the Client will be liable to pay the repair costs to IVM.
8. The Client is under an obligation to take preventive measures to prevent theft and misappropriation of the Products and is always under an obligation to report theft and misappropriation to the police and to provide a copy of the police report to IVM.
9. The Client is liable for all damage to and loss of the Products that occur during the term of the rental agreement/loan agreement, regardless of the cause, including but not limited to carelessness, negligence, incorrect use, either by personnel or third parties as engaged by the Client or otherwise. The Client is also liable for compensation of the loss adjustment costs incurred by IVM or third parties engaged by IVM to determine the loss or damage.
10. The Client will not modify or add anything to the Products in whole or in part unless IVM has expressly agreed to this in writing. If modifications or additions have been made with the express written permission of IVM, the

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The Client will undo or remove these at the latest at the end of the rental agreement and cover the costs involved itself.

11. The Client is not entitled to any compensation in connection with modifications or additions to the rented Products made by the Client that have not been undone or removed at or after the end of the Agreement, for whatever reason, with the express consent of IVM.
12. The Client will immediately inform IVM in writing of any attachment of the Products, stating the identity of the attaching party and the reason for the attachment. The Client will immediately allow the bailiff levying the attachment to inspect the Agreement.
13. The Client has no right of retention towards IVM in respect of IVM's Products.

Article 42: Maintenance

1. The Client will neither maintain the rented Products itself nor have them maintained by a third party.
2. The Client will immediately report in writing and in detail any defects and/or malfunctions in the rented Products that it has discovered.
3. 'Malfunction' is understood to mean the non-compliance or non-uninterrupted compliance of the Products with the specifications of those Products expressly made known by IVM in writing, or the non-safe functioning of those Products.
4. IVM will use its best efforts to repair, by way of corrective maintenance, any defects in the Products for which it is responsible within a reasonable period of time.
5. IVM is entitled to perform preventive maintenance on the Products.
6. If requested, the Client will give IVM the opportunity to carry out corrective and/or preventive maintenance. The Parties will discuss in advance on what days and at what times maintenance will take place. The Client undertakes to provide its cooperation and access to the premises. During the period of maintenance, the Client is not entitled to replacement Products.
7. The following are excluded from the obligation to repair defects:
 - the repair of defects that the Client accepted when entering into the Agreement;
 - the repair of defects and/or remedying malfunctions caused by external causes;
 - the repair of defects and/or remedying malfunctions that can be attributed to the Client, its employees and/or third parties engaged by the Client;
 - the repair of defects and/or remedying malfunctions that are the result of unauthorised modifications or additions to the Products;
 - the repair of defects that are such that they do not hinder the intended use of the Products.
8. If IVM repairs the defects and/or malfunctions referred to in the previous paragraph or has them repaired, the Client will owe the associated costs as per IVM's usual rates.
9. IVM is always entitled to opt not to repair defects and/or remedy malfunctions and to instead replace the Products with other, similar, but not necessarily identical Products.

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10. IVM is not under an obligation to restore or reconstruct lost data. Nor can the Client claim any compensation for lost data.

Article 43: Final inspection and return

1. At the end of the rental agreement, the Client will return the Products to IVM in their original condition.
2. The Client will cooperate with a joint final inspection of the condition of the Products before the end of the rental period or at the latest on the last day of the rental period. The Parties will jointly draw up a report of the findings, which must be signed by both Parties. If the Client does not cooperate with this final inspection, IVM is entitled to carry out this inspection without the presence of the Client and to draw up said report on its own. This report is binding on the Client.
3. IVM is entitled to have the defects stated in the report of the final inspection and which are reasonably for the account and risk of the Client rectified at the expense of the Client. The Client is liable for loss or damage sustained by IVM due to temporary unusability or further unrentability of the Products.
4. If, at the end of the rental, the Client has not undone a modification it has made to the Products or has not removed an addition to the Products, the Parties agree that the Client will be deemed to have waived any right to those modifications and/or additions. IVM is entitled to have modifications/additions removed/repared at the Client's expense, so that the Product is returned to its original condition.

Article 44: Cancellation and amendment

1. If the Client cancels or amends all or part of an Agreement relating to the rental of Products, the Client will be liable to pay the following costs:
 - The rental period included in the Agreement will be charged in full.
 - If the rental period included in the Agreement is longer than 1 (one) month, the Parties will consult on a reasonable compensation of the costs incurred by IVM. In doing so, the Parties will take each other's legitimate interests into account. If no agreement is reached in this consultation, the Client will be liable to pay in full the time reserved on the basis of the Agreement.



Part E - Specific contract: Sale of Materials

Article 45: Applicability

1. Articles 45 to 51 are applicable if IVM enters into an Agreement with the Client under which products are sold to the Client.

Article 46: Additional definitions

1. In addition to the definitions used in these Terms and Conditions, the following definitions are used in this section of these Terms and Conditions:
 - Products: all products to be supplied by IVM, including special, but not exclusively safety materials, gas meters, fire extinguishers, AEDs and walkie-talkies.
 - Warranty Period: the term of the warranty on a specific Product as either specified by IVM in the warranty conditions provided or agreed upon or in the Agreement.

Article 47: Purchase and sale

1. IVM sells the Products and the Client buys the Products, as per the nature and number as expressly agreed in writing.
2. IVM does not guarantee that, upon delivery, the Products are suitable for the actual use intended by the Client, unless the purposes of use are expressly specified in writing and without reservation in the Agreement.

Article 48: Delivery

1. The Products sold by IVM to the Client will be delivered to the Client at a location to be designated by the Client (Delivered At Place – DAP Incoterms 2020), unless expressly agreed otherwise in writing.
2. If delivery takes place at a place to be designated by the Client (Delivered At Place – DAP Incoterms 2020), any form of vertical transport is expressly excluded.
3. Only if expressly agreed in writing will IVM take out transport insurance, the costs of which will be passed on to the Client.
4. The moment the Products are made available to the Client in accordance with Delivered At Place – DAP Incoterms 2020 is the moment of delivery and the moment the risk of the Products passes from IVM to the Client.
5. Agreed terms of delivery are not strict deadlines. In the event of late delivery, IVM must be given written notice of default, with a reasonable term for compliance. A reasonable term is in any case the term that is considered reasonable in the industry.

Article 49: Warranty

1. IVM warrants the quality of the Products delivered by it and the materials used for them for six months from the date of delivery, provided that the Products are used in a normal, careful manner and in accordance with the instructions of IVM or the manufacturer and the materials used for them, as well as for the purpose for which they were manufactured. In any case, IVM never warrants more than the warranties provided by its own suppliers. IVM gives no further warranties, unless expressly agreed in writing.
2. Excluded from the warranty are materials or parts from third parties, not supplied or delivered by IVM, which have been or will be installed by or on behalf of the Client in, on or to Products supplied by IVM, as well as all costs of third parties, expressly including



repair costs, in connection with work carried out by third parties, unless IVM has expressly agreed to those costs and the amount thereof in writing.

3. IVM's warranty obligation lapses if:
 - the Client itself modifies, repairs and/or replaces the delivered goods or has third parties not designated by IVM modify, repair, and/or replace the delivered goods, unless agreed otherwise in writing;
 - the Client uses the delivered goods for other than normal purposes;
 - the Client uses, treats or maintains the delivered goods injudiciously, carelessly or incorrectly or does not correctly follow the maintenance schedules;
 - defects have arisen due to negligence, accident or normal wear and tear or must be attributed to circumstances of a special nature, which IVM could not have foreseen even with careful preparation and performance of the Agreement;
 - defects have arisen from defects in, or have been caused by, items that the Client and/or third parties have combined with the Products delivered by IVM;
 - the Client overloads the Products or exposes them to extreme conditions;
 - the Client fails to fulfil any obligation of any nature whatsoever towards IVM arising from the Agreement.
4. The costs of detecting and repairing defects that are not covered by IVM's warranty on the basis of this article will be charged to the Client at the rates applicable at that time.
5. The rights to be derived by the Client from this article are not transferable.
6. If IVM honours a warranty claim made by the Client, IVM will only be under an obligation to replace the Product(s) in question. More in particular, IVM will not be liable any further and, therefore, not be under an obligation to pay (back) the purchase price, (additional) compensation, costs incurred, whether or not in connection with transportation, fieldwork, survey, service, disassembly, replacement, new installation, costs associated with components.
7. Given that technology advances, IVM reserves the right not to replace the Product covered by the warranty with exactly the same Product, but with a Product of comparable or better quality.

Article 50: Obligation to complain

1. The Client is under an obligation to check the Products upon receipt. The Client must, among other things, check whether the Products meet the quality and quantity as agreed between the Parties.
2. Complaints about visible shortcomings must be communicated in writing by the Client to IVM within 3 (three) days after delivery.
3. Complaints about defects that are not visible must be communicated by the Client to IVM in writing within 3 (three) days after discovery, but no later than within fourteen (14) days after delivery, failing which the Client's rights in this respect will lapse.
4. The Client's rights with regard to defects will also lapse if the Products delivered have been damaged in whole or in part through the actions of the Client or third parties engaged by the Client or if the Products show defects as a result of other than normal use,

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or if the Client itself has attempted to repair an alleged defect or have it repaired, or has modified the delivered Products, passed them on to third parties for modification or has stored the delivered Products in an improper manner without the explicit written permission of IVM.

Article 51: Retention of title

1. IVM retains title to all delivered Products until full payment of the amount payable to IVM by the Client in this respect.
2. As long as full payment of the aforementioned amount due has not taken place, the Client will not be authorised or entitled to surrender control over, sell, or encumber with any right the Products subject to IVM's retention of title, other than in the usual exercise of its profession or business.
3. As soon as the Client fails to fulfil any obligation towards IVM, IVM will be authorised and entitled to take back the Products without further notice of default.
4. The Client is under an obligation to set IVM's Products apart in a way that ensures they are identifiable as Products that will be taken back by IVM.