

Definitions

- 1.1** Subscription: agreement regarding the periodic provision of Services and Products; including licences and information;
- 1.2** Committee member: participant in NEN standard (sub)committee, work group or project or member of Board of Experts (Scheme management);
- 1.3** Services: all works, activities and/or actions including, but not limited to, training and Standard consultancy to be performed by NEN on the basis of the Agreement;
- 1.4** Products: products provided as the result of any provided services or otherwise, such as, but not limited to, standards, NPRs, NTAs, NVNs, NEN Connect, application products, reports, recommendations and (certification) schemes;
- 1.5** Tools: all matters the Client provides to NEN to perform the Services to be provided in the context of the Agreement;
- 1.6** IP rights: all intellectual property rights, including, but not limited to, copyrights, trademark rights and database rights;
- 1.7** NEN: Stichting Koninklijk Nederlands Normalisatie Instituut, with their registered office at Vlinderweg 6, 2623 AX Delft, NL;
- 1.8** Standard consultancy: all activities relating to the provision of advice by NEN and/or supervision regarding the development or application of standards and related Products;
- 1.9** Agreement: any agreement regarding the provision of Services and/or products between NEN and the Client including any change and addition thereof. The Agreement at least consists of these Conditions of Sale;
- 1.10** Client: NEN's other party including, but not limited to Committee Members, document subscribers and buyers of products;
- 1.11** Party: NEN or Client depending on the context;
- 1.12** Conditions of Sale: these general terms of conditions of NEN that apply to and are part of the Agreement.

Applicability

- 2.1** These Conditions of Sale apply to and are inextricably linked to all Agreements and all tenders or offers issued by NEN;
- 2.2** The applicability of (general) purchasing conditions and/or other terms and conditions of the Client are explicitly excluded unless otherwise agreed upon.

Formation of Agreement

- 3.1** Unless explicitly indicated otherwise in writing, the tenders and offers by NEN have a validity of 30 (thirty) days after NEN has issued the tender or offer. A drawn up price indication does not oblige NEN to perform part of the Agreement at a corresponding part of the indicated price;
- 3.2** An Agreement is only formed in case of:
- written acceptance of the Client's order by NEN in the case of delivery of Services and custom products;
 - both Parties signing an Agreement; or
 - appointment to Committee Member or Member of the Board of Experts (Scheme management);
 - an order for a standard product in the standard store.
- 3.3** With respect to Clients acting in the execution of their profession or company, the applicability of sections 6:227b and 6:227c of the Dutch Civil Code are excluded explicitly;
- 3.4** In case of differences between the purchase order of the Client and the tender or offer by NEN, the content of the tender or offer applies as the content of the Agreement;
- 3.5** In case of a conflict between the Dutch text of the Terms and Conditions of Sale and any translations thereof, the Dutch text has precedence.

Amending the Agreement

- 4.1** Amendments of or additions to the Agreement will only be binding if authorised persons of the Parties have agreed upon them explicitly in writing;
- 4.2** NEN is obliged to cooperate with amendments of the Agreement, including any changes in the scope or capacity of the Services. In the execution of this authorisation, the Client will adhere to the requirements of reasonableness and fairness;
- 4.3** NEN informs the Client of the consequences of the intended amendment with respect to the price, quality, usability, additional costs, delivery times and guarantees for the Services to be provided by NEN and will do so immediately in writing with full substantiation;
- 4.4** If the amendment leads to an increase of the Purchase Price, the Client must issue a written approval in default of which NEN cannot charge the increase of the Purchase Price;
- 4.5** If the consequences of the amendment intended by NEN are unreasonable in the opinion of the Client, then the Client is authorised to terminate the Agreement.

Guarantees and indemnification

- 5.1** The use of the Services and/or the resulting or corresponding Products is at the risk and responsibility of the Client;
- 5.2** The Client guarantees that they will not use the Services and/or the resulting or corresponding Products:
- in such a way that it infringes on the rights of NEN or those of third parties and/or in any other unlawful manner including IP Rights and rights for the protection of privacy;
 - in conflict with current legislation and/or regulations; and/or
 - in conflict with any provisions in this Agreement.
- 5.3** The Client indemnifies NEN against all third-party claims, damage and costs resulting from and/or related to and/or the consequences of a breach of the Client's guarantees stated in article 5, paragraph 2.

Delivery

- 6.1** All (delivery) terms stated or agreed upon by NEN are indicative and are based on an estimate. NEN makes proper efforts to take the (delivery) terms into account as much as possible, but will not be in default by the singular exceeding of the term. NEN performs all Services on the basis of an obligation of means;
- 6.2** If NEN provides the Services in phases, then NEN is authorised to suspend the start of the activities for a phase until the Client has approved the results of the previous phase in writing.

Default and notice of default

- 7.1** Complaints about Services and/or (resulting or corresponding) Products must be notified to NEN by registered writing within 10 (ten) working days after the delivery of the Services and/or Products in question. The notification must describe the failure(s) in as much detail as possible, so that NEN is able to respond adequately. If such a notification or sufficiently specific description of the failure(s) is lacking, any claim against NEN regarding failures in the Services and/or resulting or corresponding Products will lapse;
- 7.2** In case a complaint submitted in accordance with article 7, paragraph 1 is considered to be well-founded, NEN is given the opportunity to correct the rejected Services and/or Products conform agreement unless this has become

demonstrably futile for the Client. The latter must be reported by the Client in writing;

7.3 Any complaints as intended in article 7, paragraph 1 will leave any of the Client's payment obligations unaffected.

Tools, data and information

8 NEN's use of the Tools and/or information provided by the Client to NEN is entirely at the cost and risk of the Client.

Prices

9.1 Unless explicitly indicated otherwise in writing by NEN, the prices stated by NEN exclude the annual inflation correction, cost of transportation, taxes, import duties, other levies, insurance, packaging costs, removal costs and any installation and assembly costs stated in Euros (€);

9.2 If no fixed fee has been agreed upon for the provision of Services, the fee is set based on the hours spent. The fee will be calculated according to NEN's usual hourly rates applicable to the period in which the activities are performed unless a deviating hourly rate has been agreed upon.

Payment

10.1 Payment of an invoice must take place within 14 (fourteen) days after the invoice date unless agreed upon otherwise in writing. Payment occurs in Euros (€) and includes VAT unless explicitly agreed upon otherwise in writing;

10.2 NEN has the right to expect advance payment, payment in cash and/or collateral of the Client. Until this advance payment, cash payment and/or collateral has been provided, NEN has the right to suspend their obligations with respect to the Client;

10.3 NEN is authorised to suspend compliance with their obligations based on an Agreement if the Client does not meet their (payment) obligations in full and/or in a timely fashion. Any adverse consequences of suspension will be at the Client's costs;

10.4 All payments by the Client to NEN will be deducted from the oldest open invoice of the Client;

10.5 In case of untimely payment, the Client is automatically in default without requiring a demand or notice of default and is obliged to pay interest of 1 (one) % per month or part thereof of the open sum apart from the Client's obligation without requiring any demand or notice of default to compensate all costs resulting from or corresponding to the judicial or extrajudicial collection of any untimely or partially paid invoice sum with a minimum of € 350 (three-hundred and fifty) per instance;

10.6 The Client is not authorised to suspend or settle payments due to (supposed) shortcomings on the part of NEN;

10.7 The Client is deemed to have recognised the invoice as correct if no objection has been made in writing within 10 (ten) working days after the invoice date.

Subscriptions and committee memberships

11.1 Unless agreed upon otherwise, Subscriptions and committee memberships have a duration of 12 (twelve) months. The starting date is the start of the subscription/membership period as stated on the invoice, in the offer or the Agreement;

11.2 The costs for Subscriptions and committee memberships are charged to the Client by NEN in advance unless stated otherwise;

11.3 At the end of the period as intended in article 11, paragraph 1, the Subscription or committee membership is

tacitly extended with a period of 12 (twelve) months, unless the Client has terminated the Subscription or committee membership at the end of the duration in writing taking into account a notice period of 3 (three) months. In case the Client does not act in the execution of a profession or company, a notice period of 1 (one) month applies after the end of the first Subscription period of 12 (twelve) months.

Liability

12.1 NEN is only liable for damage that is the direct result of a shortcoming attributable to NEN in the execution of their obligations;

12.2 If NEN is liable for damage suffered by the Client, then NEN is only liable for direct damage of the Client: limited to the sum NEN charged to the Client on the basis of the Agreement in the 12 (twelve) month period prior to the time of the event causing the damage, excluding VAT; in which, in all cases, a series of events is considered to be one event and for which the maximum liability is limited to a maximum of the sum that in that case is paid out by the (professional) liability insurance(s) of NEN. The above exclusions and limitations of liability for NEN also apply to any guarantee obligations and indemnification obligations of NEN;

12.3 Direct damage is exclusively taken to be:

- reasonable costs the Client made in order for NEN's performance to meet the Agreement.
- reasonable costs made to prevent or limit direct damage that could be expected as a result of the event pertaining to the liability; and
- reasonable costs made to determine the cause of the damage, the liability, the direct damage and the method of recovery;

12.4 Every liability of NEN for damage other than direct damage, such as consequential damage, derived damage and immaterial damage is excluded entirely. In this case, consequential damage is defined as: lost profit, lost savings, reduced goodwill, damage due to business interruption, losses, costs made to prevent or determine consequential damage, loss, confusion or damage to electronic data and/or damage due to collection in data traffic and all damage other than damage stated in article 12, paragraph 3;

12.5 NEN is not liable for any damage as a result of (printing) errors of data and information and/or products resulting from or corresponding with the services provided to the Client by NEN;

12.6 The Client indemnifies NEN against all third-party claims that correspond directly or indirectly to the execution of the Agreement;

12.7 NEN's liability due to accountable shortcomings is first formed if the Client has issued NEN a notice of default in time in accordance with the provisions of article 7 in which NEN is offered a reasonable term to repair the shortcoming and in which NEN has accountably failed to comply with their obligations after this term. The right to compensation based on this article expires if the Client has not explicitly made a written claim for compensation within 3 (three) months after the moment the damage first manifested.

Force majeure

13.1 Force majeure in relation to the Agreement is defined as everything that has been defined as such in legislation, regulations and legal precedents;

13.2 NEN is not obliged to comply with their obligations of the Agreement if compliance has become impossible due to force majeure. The Agreement will be terminated in that case.

13.3 The circumstances of force majeure include in any case, but are not limited to: government imposed obligations that have consequences for the provision of the Services via the internet, faults in systems that are part of the internet, disruptions in telecommunication and/or infrastructure, computer breaches and outages of electricity systems;

13.4 NEN is authorised to suspend their obligations of the Agreement for the duration of the force majeure. If this period is longer than two (2) months, each of the Parties is authorised to terminate the Agreement without obligation of compensating damage to the other Party.

13.5 In so far NEN has already partially met the obligations of the Agreement at the time force majeure enters into effect and if the part of the met obligations or obligations to meet entail a payable sum, then NEN is authorised to invoice said sum separately. The Client is obliged to pay this invoice as if it entailed a separate agreement.

Contract duration and termination

14.1 With the exception of the provisions of article 11, paragraph 1 and unless the nature of the Agreement states otherwise or the Parties have agreed otherwise explicitly in writing, the Agreements are entered into indefinitely;

14.2 Unless agreed upon otherwise in writing, indefinite Agreements can be terminated at all times taking into account a notice period of 3 (three) months;

14.3 Unless agreed upon otherwise in writing, definite Agreements or indefinite Agreements in which the Parties determine that the Agreement will end by completion of an order will not be terminated in the interim;

14.4 With the exception of the other provisions in the Agreement, NEN is authorised to terminate the Agreement extrajudicially fully or partially effective immediately without obliging themselves to pay any compensation to the Client or is authorised to suspend any other Agreement with the Client if the Client is in default or if compliance of one of the Parties is permanently or temporarily impossible. If NEN suspends their obligations on the basis of the above sentence, then this does not form a reason for the Client to make any claims against NEN;

14.5 NEN can - without any demand or notice of default and effective immediately without being obliged to pay the Client compensation - terminate the Agreement fully or partially if a judicial decision forbids NEN to execute the Agreement, if the Client requests (temporary) suspension of payment, if the Client applies for bankruptcy or is declared to be in a state of bankruptcy, if the Client's company is wound up, if the Client discontinues their company, if a significant part of the Client's capital is seized or if the Client can no longer be deemed capable of complying with their obligations of the Agreement, in case of bribery or a conflict of interest, or if the Client enters into a merger or demerger;

14.6 NEN is authorised to fully or partially terminate the Agreement without being liable for damage if and from the time the Service or the resulting or corresponding Product of which the delivery is the scope of the Agreement can no longer be delivered or will be otherwise be unavailable (permanently) if circumstances occur that are of such a nature that compliance with the Agreement is impossible or can no longer be required of NEN based on the standards of reasonableness and fairness;

14.7 If the Client has already received any performances in the execution of the Agreement at the time of the termination as intended in this article, then these performances and the corresponding payment obligations are not subject to reversal unless NEN is in default with respect to these performances.

Sums NEN invoiced before the termination for matters NEN performed or delivered in the execution of the Agreement will remain to be owed by the Client and will be claimable immediately at the time of the termination;

14.8 Suspension or termination must be notified to the other Party in writing and by registered post;

14.9 The applicability of sections 7:408 and 7:411 of the Dutch Civil Code are excluded explicitly.

Personnel and third parties

15.1 If the Parties agreed that the Services will be provided by a specific person, then NEN is always authorised to replace this person by one or more different, equally qualified persons;

15.2 NEN is authorised to outsource their activities with respect to performing Services.

IP rights

16.1 All IP rights resting on or created by provided Services and/or Products in the context of the Agreement lie and will lie exclusively with NEN and/or their licensors unless explicitly agreed upon otherwise in writing. The provisions in this article form a reservation in the context of article 15, paragraph 1 of the Copyright Act;

16.2 The Client is not permitted to multiply and/or publicise and/or fully or partially copy the documents (such as, meeting documents, etc.) regarding the formation of products in, but not limited to, a book, publication, catalogue, website, advertising, computer software, microfilm carrier or any other form of data carrier without the prior written permission of NEN. NEN can set further conditions to this permission. The Client is not permitted to delete and/or alter any indication regarding IP rights in the (results of the) Services and/or the resulting or corresponding Product;

16.3 Nothing in these General Terms and Conditions implies a transfer of IP rights from NEN to the Client;

16.4 Participation in standard (sub)committees, work group or project implies, unless explicitly agreed otherwise in writing, that any IP rights are ceded;

16.5 NEN explicitly does not cede any personality rights stated in section 25 of the Copyright Act;

16.6 If the IP rights on (part of) the Services accrue to licensors of NEN, then the Client will have to possibly accept the licence provisions and conditions of these third parties in order to be able to use (all functions of) the Services. If the Client refuses, then they are not entitled to any claims towards NEN;

16.7 If it is judicially determined that the Services or Products delivered by NEN infringe on any IP right belonging to a third party, or if in NEN's judgement, there is a reasonable chance that such an infringement will occur, NEN will ensure, if possible, that the Client can continue to use the Service and/or the resulting or corresponding Product (or something functionally similar) undisturbed. Every other or further liability or obligation of indemnification of NEN due to a breach of a third-party's IP rights is excluded entirely;

16.8 The Client is authorised to use the results of the Services obtained in the context of the Agreement for their own use and within the intended scope of the Agreement.

Confidentiality

17.1 Every Party in the Agreement keeps confidential all information with respect to, among other things, the business operations of the other Parties that should reasonably be considered confidential as well as the content of the

Agreement. The Parties will only use information for the execution of the Agreement and limit access to that information persons who need to take note of this information for this purpose. They ensure that these persons are obliged to maintain confidentiality of the confidential information by means of an employment agreement and/or a confidentiality agreement;

17.2 Confidential information is not considered to be information that was already public information the moment it came to the attention of the receiving Party or that became public afterwards, or information the receiving Party obtained from a third party without being made to sign an obligation of confidentiality, or without this third party being obliged to do so.

Processing personal information

18.1 NEN will, in the execution of the Agreement, comply with all relevant legislation and regulations in the field of the protection of personal information. NEN is a controller (as intended in the General Data Protection Regulation) for the processing of personal information they obtain from the Client in relation to the execution of the Agreement. For the execution of the Agreement, NEN determines the goal and the means of processing the personal information;

18.2 NEN processes personal information they obtained from the Client in the context of the execution of the Agreement and to meet statutory obligations;

18.3 NEN can, in relation to the Agreement or otherwise, process the Client's personal information, store it and distribute it among anyone within NEN's organisation regarding processing the Agreement and for the purposes of its relationship management;

18.4 NEN does not process any data by order of the Client unless this is required due to the nature of the service provision;

18.5 As controller, NEN will not enter into a processing agreement with its Client;

18.6 NEN will only process the personal information further in so far it is incompatible with the purpose for which the personal information is obtained;

18.7 NEN will take adequate technical and organisational measures to secure the personal information against loss, corruption or unauthorised access. For more information, see NEN's privacy statement;

18.8 NEN will keep the personal information they obtain in the execution of the Agreement confidential. NEN has entered into a non-disclosure agreement with its employees or persons working for NEN;

18.9 If this has not been agreed upon by contract with the employees in the employ of NEN or working for NEN, then NEN will impose a non-disclosure agreement on those employees and/or persons regarding the personal information they could take note of. NEN will not publicise the personal information they obtain in the execution of the Agreement, or provide that personal information to third parties in any way unless the Client has granted prior permission to do so or if NEN is legally obliged to do so;

18.10 The obligation of confidentiality does not apply with respect to information that has become public knowledge without there being a breach of the confidentiality clause or if the information was already known to the recipient at the time the information was received in accordance with the Agreement, or if that information has been provided by a third party for which that third party has not breached a confidentiality clause.

Transfer of rights and obligations from the Agreement

19 The Parties are not authorised to transfer their rights and/or obligations resulting from the Agreement to a third party or third parties. NEN can nevertheless use third parties for the execution of the order.

Nullity

20 If one or more provisions in these General Terms and Conditions of Sale or in the Agreement prove to be null and void, or are terminated by the court, then the other provisions in these General Terms and Conditions of Sale and in the Agreement continue to have legal effect. The Parties will deliberate on the null and void or terminated provisions to come to a replacement provision. The replacing provision will not affect the goal and purpose of these General Terms and Conditions of Sale.

Continuing provisions

21 Provisions that in their nature are intended to continue to apply after the end of the Agreement, will remain in effect after the end of the Agreement. These provisions are in any case Guarantees and indemnification (article 5), Liability (article 12), IP rights (article 16), Confidentiality (article 17), Applicable law and competent court (article 22).

Applicable law and competent court

22.1 The Agreement is governed by Dutch law.

22.2 Any dispute between the Parties with respect to the Agreement are submitted to the competent court of the District of the Hague.