



General sales conditions for Standards Development Services

NEN: sets the standard

Definitions

- 1.1** Subscription: agreement for the periodic provision of Services;
- 1.2** Committee Member: a participant in a NEN standards committee, sub-committee, working group or project;
- 1.3** Services: all work, activities and/or acts to be performed by NEN for the Client on the basis of the Agreement, including - but not limited to - Standards Consultancy;
- 1.4** Products: the result of provided services, including - but not limited to - standards, Dutch Codes of Practice (NPRs), Dutch Technical Agreements (NTAs), Dutch Pre-Standards (NVNs) and Schemes;
- 1.5** Tools: all items that the Client makes available under the Agreement to NEN for the purpose of the Services to be provided;
- 1.6** IP Rights: all intellectual property rights, including – but not limited to – copyright, trademark rights and databank rights;
- 1.7** NEN: Stichting Nederlands Normalisatie-Instituut (the Netherlands Standardisation Institute), having its registered office and principal place of business at Vlinderweg 6, 2623 AX Delft;
- 1.8** Standards Consultancy: all work relating to the issue of recommendations and/or guidance provided by NEN concerning the development or application of standards or related Products;
- 1.9** Agreement: any agreement for the provision of Services between NEN and the Client, including any amendments or additions thereto. The Agreement consists of these Conditions of Sale in any event;
- 1.10** Client: the other party of NEN, including but not limited to Committee Members and document subscribers;
- 1.11** Party: NEN or the Client, depending on the context;
- 1.12** Conditions of Sale: these general terms and conditions of NEN that apply to and form part of the Agreement.

Applicability

- 2.1** These Conditions of Sale apply to and form an integral part of all Agreements and of all offers or quotes given by NEN.
- 2.2** Unless agreed otherwise, the applicability of the Client's general purchasing and/or other conditions is expressly excluded.

Formation of Agreement

- 3.1** Unless expressly indicated otherwise in writing, NEN's offers and quotes are valid for 30 (thirty) days from their date of issue. A combined quotation does not oblige NEN to perform part of the Agreement at a corresponding portion of the stated price.
- 3.2** An Agreement is formed only by:
- NEN's written acceptance of an order placed by the Client in case of the provision of Services and customised products;
 - the signature of an Agreement by both Parties; or
 - an appointment as a Committee Member.
- 3.3** The applicability of Sections 227b and 227c, Book 6 of the Dutch Civil Code is expressly excluded for Clients that are acting in the course of their profession or business.
- 3.4** If there are discrepancies between the Client's purchase order and NEN's offer or quote, the content of the offer or quote will serve as the content of the Agreement.
- 3.5** If there is any inconsistency between the Dutch text of the Conditions of Sale and translations thereof, the Dutch text will always prevail.

Amendment to the Agreement

- 4.1** Amendments or additions to the Contract will be binding only insofar as the Parties, represented by people who are authorised for that purpose, have expressly agreed thereto in writing;
- 4.2** NEN will be obliged to render its cooperation in any amendments to the Contract, including amendments to the extent or nature of the Services. Client will observe the requirements of reasonableness and fairness when exercising this right;
- 4.3** NEN will immediately provide Client with a written, reasoned notification of the consequences of the amendment envisaged in terms of price, quality, functionality, additional costs, delivery times and guarantees for the Services to be provided by the Contractor;
- 4.4** If an amendment would cause the Purchase Price to increase, Client will be required to grant its written approval of the said increase, in the absence of which NEN will not be able to charge the increased Purchase Price;
- 4.5** If the Client feels that the consequences of an amendment envisaged by NEN are unreasonable, Client will be entitled to terminate the Contract.

Warranties and indemnity

- 5.1** The use of the Services and/or the Products arising from or related thereto is at the Client's risk and responsibility.
- 5.2** The Client warrants that it will not use the Services and/or the Products arising from or relating thereto:
- in such a way that this use infringes on the rights of NEN or third parties and/or in any other unlawful way, including IP Rights and rights for the protection of privacy;
 - contrary to prevailing laws and/or regulations; and/or
 - contrary to a provision of this Agreement.
- 5.3** The Client indemnifies NEN against all third-party claims, damage and costs that arise from and/or relate to and/or are the consequence of a breach of the warranties given by the Client in Article 5.2.

Delivery

- 6.1** All delivery periods specified by or agreed with NEN are indicative and based on an estimate. NEN will make a proper effort to observe delivery periods as far as possible, but will not be in default because of the mere expiry of a period. NEN performs all Services on the basis of a best-efforts obligation.
- 6.2** If NEN provides the Services in phases, it is entitled to postpone the commencement of work for a phase until the Client has approved the previous phase in writing.

Default and notices of default

- 7.1** Complaints about Services and/or the Products arising from or relating thereto must be communicated by registered letter to NEN within 10 (ten) business days of the provision of the relevant Services and/or delivery of the Products arising from or relating thereto. The notice of complaint must contain a description of the shortcoming(s) that is as detailed as possible, so NEN is able to respond. In the absence of such a notice or an adequately specific description of the shortcoming(s), any claim against NEN for defects in the

Services and/or the Products arising from or relating thereto will lapse.

7.2 If a complaint submitted in accordance with Article 7.1 is found to be valid, NEN will be given the opportunity to still perform the rejected Services, and/or make the Products arising from or relating thereto, in accordance with the Agreement, unless this has meanwhile become demonstrably meaningless for the Client. The Client must give written notice of the latter situation.

7.3 Any complaints as referred to in Article 7.1. do not affect the Client's payment obligations.

Tools, data and information

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

Prices

9.1 Unless NEN expressly indicates otherwise in writing, its stated prices exclude the annual adjustment for inflation, transport costs, taxes, import duties, other levies, insurance, packaging costs, removal costs and any installation and assembly costs, and are specified in euros (€).

9.2 If no fixed fee is agreed for the provision of Services, the fee will be based on the number of hours actually worked. Unless a different hourly rate is agreed, the fee will be calculated according to NEN's normal hourly rates that apply to the period in which the work is performed.

Payment

10.1 Unless agreed otherwise in writing, invoices must be paid within 14 (fourteen) days of the invoice date. Unless expressly agreed otherwise in writing, payment must be made in euros (€) and inclusive of VAT.

10.2 NEN is entitled to request advance payment, cash payment and/or security for payment from the Client. Until such advance payment, cash payment and/or security is made or provided, NEN is entitled to suspend its obligations towards the Client.

10.3 NEN is entitled to suspend compliance with its obligations under an Agreement if the Client does not comply fully and/or punctually with its payment and other obligations. The adverse consequences of suspension are at the Client's expense.

10.4 All payments made by the Client to NEN will be deducted from the Client's oldest outstanding invoices.

10.5 In case of late payment, the Client is automatically in default, without any warning, demand or notice of default, and obliged to pay interest at 1 (one) % per month, or part thereof, on the outstanding amount, in addition to the obligation, again without the need for any warning, demand or notice of default, to reimburse all costs arising from – or connected to – the judicial and/or extrajudicial collection of any invoice amount not paid on time or in full, subject to a minimum of €350.00 (three hundred and fifty euros) each time.

10.6 The Client is not entitled to suspend or set off payments because of an alleged or actual instance(s) of breach by NEN.

10.7 The Client is deemed to have acknowledged the accuracy of an invoice if no objection is raised to it in writing within 10 (ten) business days of the invoice date.

Subscriptions and committee memberships

11.1 Unless agreed otherwise, Subscriptions and committee memberships have a term of 12 (twelve) months. The start

date is the commencement of the subscription/membership period as specified in the invoice, offer or Agreement.

11.2 Unless stipulated otherwise, NEN charges the Client in advance for the costs of Subscriptions and committee memberships.

11.3 After the end of the period referred to in Article 11.1, the Subscription or committee membership will be tacitly extended each time by a period of 12 (twelve) months, unless the Client has given written notice of termination effective from the end of the term, with due observance of a 3 (three)-month notice period. If the Client is not acting in the course of a profession or business, 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 liable only for damage that is the direct consequence of an attributable breach by NEN in the performance of its obligations.

12.2 If NEN is liable for damage suffered by the Client, it will be liable only for direct damage of the Client, limited to the amount that it has charged the Client under the Agreement during the 12 (twelve) months prior to the event that caused the damage, excluding VAT. For this purpose, a series of events will be regarded as one event and maximum liability will be capped at the amount that is paid out in the relevant case under NEN's liability and other types of insurance. The above exclusions and limitations of NEN's liability also apply to any of NEN's warranty and indemnity obligations.

12.3 Direct damage exclusively means:

- a) reasonable costs that the Client has incurred to have NEN's performance conform to the Agreement;
- b) reasonable costs that have been incurred to prevent or limit direct damage, which is to be expected as a result of the event on which the liability is based; and
- c) reasonable costs incurred to establish the cause of the damage, liability, direct damage, and how the damage is to be remedied.

12.4 Any liability of NEN for damage other than direct damage, such as consequential damage, derivative loss, and intangible loss is entirely excluded. Consequential damage includes at least the following in this regard: loss of profits, loss of savings, reduced goodwill, business interruption loss, losses, costs incurred to prevent or establish consequential damage, the loss, exchange or damage of electronic data and/or damage due to collection in data traffic, and all damage other than that specified in Article 12.3.

12.5 NEN is not liable for any damage as a result of printing or other errors in data and information provided by the Client to NEN and/or from the Products arising from or related to the provided services.

12.6 The Client indemnifies NEN against all third-party claims, which relate directly or indirectly, mediately or immediately, to the performance of the Agreement.

12.7 NEN's liability for attributable breach will arise only if the Client has given NEN a prompt notice of default in accordance with the provisions of Article 7, offering NEN a reasonable period in which to remedy its breach and NEN, even after the expiry of that period, is still in attributable breach of performance of its obligations. The right to compensation on the basis of this article lapses in any case if the Client has not unambiguously laid claim to compensation in writing within 3 (three) months of the date on which the damage first materialised.

Force majeure

13.1 For the purpose of this Agreement, force majeure means everything that is included in that regard in laws, regulations and case law.

13.2 NEN is not bound by its obligations under the Agreement if performance has been rendered impossible by force majeure. The agreement will then be terminated.

13.3 Circumstances that qualify as force majeure include, but are not limited to, government-imposed obligations that have consequences for the provision of online Services, malfunctions in the systems that form part of the internet, telecommunication and/or infrastructure faults, computer hacking and electrical power cuts.

13.4 NEN may suspend its obligations under the Agreement for the period that the force majeure lasts. If this period lasts for longer than 2 (two) months, either Party will be entitled to terminate the Agreement without being obliged to pay compensation to the other Party.

13.5 Insofar as NEN has partly complied with its obligations under the Agreement when the force majeure commences, and a separate value can be attached to the part that has been or is to be performed, it will be entitled to invoice the part that has been or is to be performed separately. The Client is obliged to pay this invoice as though a separate agreement actually existed.

Contractual term and termination

14.1 Notwithstanding the provisions of Article 11.1, and unless the nature of the Agreement dictates otherwise or the Parties have expressly agreed otherwise in writing, Agreements are entered into for an indefinite period.

14.2 Unless agreed otherwise in writing, open-ended Agreements may be terminated at any time, with due observance of a 3 (three) month notice period.

14.3 Unless agreed otherwise in writing, fixed-term Agreements or open-ended Agreements that the Parties have foreseen will end on the completion of an order cannot be terminated prematurely.

14.4 Notwithstanding the other provisions of the Agreement, NEN may, without being obliged to pay any compensation to the Client, terminate all or part of the Agreement out of court and with immediate effect, or suspend its obligations towards the Client under the Agreement or any other agreement, if the Client is in default or if performance by one of the Parties is permanently or temporarily impossible. If NEN suspends certain of its obligations on the basis of the previous sentence, this will not give the Client a ground on which to institute any claim against NEN.

14.5 NEN may, without any demand or notice of default, and without being obliged to pay any compensation to the Client, terminate all or part of the Agreement out of court and with immediate effect if a court ruling prohibits NEN from performing the Agreement, if the Client petitions for a preliminary or final moratorium on the payment of debts, if the Client petitions for insolvency or is declared insolvent, if the Client's business is liquidated, if the Client discontinues its business, if a significant part of the Client's assets is attached, or if the Client should otherwise no longer be considered able to comply with the obligations under the agreement, in case of bribery or a conflict of interests, or if the Client enters into a merger or division.

14.6 NEN is entitled to terminate all or part of the Agreement without being liable to pay compensation if and from when the Service or the Product arising from or relating thereto, whose provision or delivery is the subject of the Agreement, can no

longer be provided or delivered, or will otherwise no longer be available on a permanent basis, provided circumstances have arisen that are of such a nature that the performance of the Agreement is impossible or can no longer be required of NEN in accordance with criteria of reasonableness and fairness.

14.7 If the Client has already received performances rendered under the Agreement at the time of termination, as referred to in this article, these performances and the associated payment obligations cannot be reversed unless NEN is in default in respect of those performances. Amounts that NEN has invoiced before termination for all that it has provided or delivered under the Agreement remain payable and become immediately due and payable on the date of termination.

14.8 Notice of suspension or termination must be given in writing and by registered post to the other Party.

14.9 The applicability of Sections 408 and 411, Book 7 of the Dutch Civil Code is expressly excluded.

Personnel and third parties

15.1 If it is agreed that the Services will be performed by a specific person, NEN will always be entitled to replace this person by one or more equally qualified people.

15.2 NEN is entitled to outsource its work in relation to the performance of Services.

IP Rights

16.1 Unless expressly agreed otherwise in writing, all IP Rights that are attached to or arise from the Services provided under the Agreement, and/or the Products arising from or relating thereto, vest and will vest exclusively in NEN and/or its licensors. The provisions of this article constitute a caveat within the meaning of Section 15(1) of the Dutch Copyright Act.

16.2 Unless NEN gives its prior, written consent, the Client is not permitted to reproduce and/or publish and/or fully or completely include the publications and documents that form the basis of publications in – although not limited to - a book, publication, catalogue, website, advertising material, computer program, microfiche or microfilm, or any other form of information carrier. NEN may attach further conditions to the consent. The Client is not permitted to remove and/or alter any reference to IP Rights in the Services, the results of the Services or the Products arising from or relating thereto.

16.3 Nothing in these General Terms and Conditions implies an assignment of IP Rights by NEN to the Client.

16.4 Unless expressly agreed otherwise in writing, participation in standards committees, sub-committees, a working group or project implies the waiver of any IP Rights to be contributed.

16.5 NEN expressly does not waive the personality rights referred to in Section 25 of the Dutch Copyright Act.

16.6 If all or part of the IP Rights to the Services vest in NEN's licensors, the Client may have to accept the licensing terms and conditions of this third party in order to be able to use the Services and all their functions. If the Client does not wish to do this, it will have no claim against NEN in this respect.

16.7 If it is irrevocably established at law that the Services provided by NEN, or the Products arising from or relating thereto, infringe any IP Right of a third party, or if NEN is of the opinion that there is a reasonable chance that such an infringement will arise, NEN must ensure, where possible, that the Client can continue to use the Service and/or the Product (or a functionally equivalent item) arising from or relating thereto without any disruptions. Any other or more far-reaching liability or obligation to indemnify of NEN due to an

infringement of the IP Rights of a third party is entirely excluded.

16.8 The Client is entitled to use the results obtained from the Services under the Agreement for its own use and within the intended purpose of the Agreement.

Confidentiality

17.1 Each Party to the Agreement must keep confidential all information relating to the business operations of the other Party or Parties that must reasonably be regarded as confidential and the content of the Agreement. The Parties may use information only for the performance of the Agreement and must limit access to that information to those people who need to examine it for that purpose. The Parties vouch that these people will be obliged by means of an employment agreement and/or confidentiality agreement to keep the confidential information secret.

17.2 Confidential agreement does not include information that was already in the public domain when it came to the recipient's attention or that subsequently became public, or information that the recipient obtained from a third party without any duty of confidentiality being imposed or without this third party being obliged to observe confidentiality.

Assignment of rights and obligations under the Agreement

18 The Parties are not entitled to assign their rights and/or obligations under the order to a third party or parties. NEN may nonetheless make use of third parties for the execution of the order.

Void and annulled provisions

19 If one or more provisions of these Conditions of Sale or the Agreement prove to be void or are annulled by the court, the remaining provisions of these Conditions of Sale and the Agreement will retain their legal effect. The Parties must consult on the void or annulled provisions in order to make a replacement arrangement. The replacement arrangement does not affect the purpose and essence of these Conditions of Sale.

Continuing provisions

20 Provisions that are intended by their nature to continue after the end of the Agreement subsequently remain effective. These provisions include Warranties and indemnities (Article 5), Liability (Article 12), IP Rights (Article 16), Confidentiality (Article 17), Applicable law and competent court (Article 21).

Applicable law and competent court

21.1 Dutch law applies to the Agreement.

21.2 Any dispute between the Parties in relation to the Agreement will be submitted exclusively to the court that is competent for that purpose in the judicial district of The Hague.