



# GENERAL TERMS AND CONDITIONS OF THE INSTITUUT VOOR VEILIGHEID EN MILIEU BV (IVM)

## Article 1: General

- 1a The following definitions apply to these General Terms and Conditions:
- IVM: Instituut voor Veiligheid en Milieu [Institute for Safety and the Environment];
  - Client: the person who placed the order and/or on whose request action has been taken;
  - Order: contract between IVM and the client in respect of the order;
  - Terms and Conditions: these General Terms and Conditions.
- 1b Agreements or contracts with subordinate members of staff at IVM are not considered binding, unless the latter has confirmed this in writing. Subordinate personnel in this context are all employees and workers who do not have the power of representation.
- 1c Changes to the order shall only apply after they have been accepted in writing by or in a competent manner on behalf of IVM.

## Article 2: Applicability

- 2a The Terms and Conditions apply to all quotations, offers and contracts of IVM.
- 2b An order from the client is deemed to be an acceptance of the Terms and Conditions.
- 2c Deviations from the Terms and Conditions are only permitted if IVM expressly states or acknowledges so in writing.
- 2d Conditions or stipulations that deviate from the Terms and Conditions shall only apply to that contract for which they have been accepted.
- 2e If and insofar as one or more provisions of the Terms and Conditions might contradict provisions laid down by the government, the latter provisions shall 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.

## Article 3: Realisation, duration and completion

- 3a All offers and quotations from IVM are without obligation, unless explicitly stated otherwise in writing.
- 3b Only after written confirmation by or in a competent manner on behalf of IVM of an order placed, or after delivery or implementation has already commenced in accordance with the order, shall an order contract be deemed to have been concluded.
- 3c If a contract is concluded with two or more clients, they shall be severally liable for the fulfilment of all obligations arising from the contract.
- 3d The duration agreed between IVM and the client and any date of completion of an order shall be recorded in writing when the order is prepared.
- 3e The duration of the order cannot be regarded as a deadline, unless explicitly agreed otherwise in the contract.
- 3f The duration of the order is stipulated with the expectation that IVM will not be hindered in the provision of the service or performance of the work. As soon as IVM should find that the duration will be exceeded, the client will be notified as soon as possible.
- 3g IVM will immediately transfer all copies of this material and all related documentation to the client after the work has been completed.

## Article 4: Price

- 4a Unless otherwise stated, prices apply in accordance with the offer or the rate stated by IVM.
- 4b IVM will charge a fixed amount to the client for the training that it provides; including all costs associated with sending, receiving and correcting lessons, the costs of taking an examination or for holding an examination day, and any travel and accommodation expenses.

- 4c Where appropriate, IVM and the client can agree on payment for work based on subsequent calculation.
- 4d IVM reserves the right to charge additional costs to the client if:
- Price increases arise due to additions and/or changes to the order;
  - Government measures are imposed that lead to an increase in costs;
  - Additional costs arise due to an urgent delivery requested by the client;
  - Three months have passed after the acceptance of an order, based on increased costs.
- 4e IVM shall provide a detailed invoice at the request of the client with regard to the work performed.
- 4f All prices quoted are exclusive of sales tax (VAT) and other levies imposed by the government, unless expressly agreed otherwise.

## Article 5: Payment

- 5a Claims from IVM must be regarded as debt owed by the client.
- 5b Payment must be made within a period of thirty days after the date of the invoice, without any discount or settlement.
- 5c IVM is free to demand provisional or partial payment during or prior to the implementation of an order, which will then be recorded in the order. The client is entitled to provide security in the form of a bank guarantee or another form of security, at the discretion of IVM.
- 5d If the client does not object in writing to IVM within 8 working days after the date of the relevant document, the client shall be deemed to have accepted the invoiced items.
- 5e If the client fails to settle IVM's invoices within 30 days of the invoice date, the client shall be deemed to be in default by operation of law and IVM shall be entitled to charge the client 1.25% interest per month (or a part thereof), without having to submit any notice of default.
- 5f IVM is entitled to charge all - reasonably - incurred recovery costs, both judicial and extrajudicial, to the client.
- 5g Extrajudicial costs amount to 15% of the invoice amount, with a minimum of €35.00.

## Article 6: Suspension and dissolution

- 6a If the client fails to comply, is otherwise in default or if IVM has reasonable grounds to fear that the client will not fulfil their obligations based on a contract concluded with IVM, IVM shall be entitled to suspend the contract with the client until payment has been received, provided that there is sufficient cohesion between the claim and the order to justify this suspension. This also applies to other orders that originated from the client. Suspension by IVM does not affect the client's obligation to fulfil their obligations arising from the order.
- 6b Any shortcoming on the part of the client in the fulfilment of one of their obligations towards IVM, shall give IVM the authority to dissolve the order in whole or in part, in writing and without judicial intervention, unless the shortcoming does not justify such consequences, given its special nature or minor significance.



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- 6c If IVM is prevented from fulfilling its obligations arising from the order due to force majeure or a non-attributable shortcoming, IVM shall be entitled to declare the contract dissolved, fully or in part, without judicial intervention.
- 6e IVM does not accept any liability for possible damage to the client and/or a third party connected to it as a result of the suspension or dissolution.
- 6f In the event of dissolution by IVM, IVM shall be entitled to reclaim all goods subject to retention of title, without requiring prior notice of default or judicial intervention.

### Article 7: Cancellations

- 7a If the client cancels an order in whole or in part, the client shall be obliged to reimburse all expenses already incurred (costs of preparation, orders from third parties, storage, provision, etc.) as well as a reasonable compensation for loss of profit.
- 7b In the case of cancellation of training and courses within a period of 14 days prior to the start of the training or course, 50% of the course price will be charged. In the case of unreported absence or cancellation within a period of 2 working days prior to the start of the training or course, 100% of the course price will be charged. If a subsequent term is booked in writing immediately after cancellation of the training or course, only 25% of the course price will be charged for the cancellation. Replacement of participants in a training or course by colleagues is always free of charge.
- 7c In the case of the cancellation of consultancy work within a period of 2 working days prior to the start of the consultancy, 25% of the agreed fee will be charged.
- 7d If the provision of manpower is cancelled within a period of 14 days prior to the start of the intended work, 10% of the loss of turnover will be charged. In the case of cancellation within a period of 2 working days before commencement of the work, 30% of the loss of turnover will be charged.
- 7e Loss of turnover means the turnover the company would have made on the basis of the order.
- 7f The cancellation date is the day on which the letter or fax was received by the scheduling department at IVM.

### Article 8: Complaints

- 8a Correspondence related to complaints about courses provided or work delivered by IVM, must be submitted in writing by the client within 3 working days after the shortcoming has been discovered or should reasonably have been discovered. Relevant supporting evidence must be submitted where possible.
- 8b The client is obliged to accurately substantiate the complaint.
- 8c IVM must immediately be given the opportunity to check submitted complaints.  
If the complaint is deemed to be justified and in consultation with the client: IVM will pay fair compensation, or; IVM will replace the services or goods delivered free of charge, if and insofar as this is possible, with similar services or goods, if possible after the return of the original goods, or; IVM will make good the shortcomings, if and insofar as possible, or; IVM will provide an adequate solution.
- 8d The client shall fully cooperate with IVM to settle the matter as described in this article.
- 8e Complaints relating to a part of the work that has been delivered cannot constitute grounds for rejection of the delivery or completion as a whole.

### Article 9: Liability

- 9a IVM's liability is limited to the amount invoiced to the client by IVM for the order in question, or the maximum amount that can be charged.
- 9b IVM is authorised by the client to accept any liability limitations of third parties on behalf of the client.
- 9c IVM is not liable for any shortcomings by third parties that they have engaged.
- 9d The Client indemnifies IVM - in the case of seconded personnel - from any claims from third parties arising from potential errors by said seconded IVM personnel.

### Article 10: Copyright

- 10a All copyrights on teaching materials that are developed and compiled for the client by IVM pursuant to this contract are retained by IVM.
- 10b Teaching material provided by third parties on behalf of IVM and/or the client is excluded from the regulation stated under article 10, sub a, unless this teaching material is not protected by copyright. If this concerns teaching material that has not been specifically developed for the client, the rights shall be retained in full by IVM.

### Article 11: Recruitment prohibition

- 11a The client shall in no way influence nor exert any influence on, nor cooperate with, nor have others cooperate with an IVM staff member, in any form whatsoever, nor employ them directly nor have them employed by third parties nor directly ask them to perform work for him, in violation of which the client shall forfeit an immediately payable fine of €25,000 per violation.
- 11b The amount above shall become immediately due and payable, without any legal intervention being required.
- 11c After completion/dissolution/cancellation of the contract concluded with the client, the provisions of this article shall remain in effect for 1 year after the date of completion/dissolution/cancellation.

### Article 12: Other

- 12a Interpretation of the Terms and Conditions is subject to Dutch law, and all offers and contracts to which it relates, in whole or in part, are exclusively governed by Dutch law.
- 12b Any disputes between IVM and the client regarding interpretation or application of the Terms and Conditions and any agreements resulting therefrom shall exclusively be submitted to the competent Dutch court, district of Assen, for resolution, if necessary.