

GENERAL TERMS AND CONDITIONS OF ADVICE, SALE, DELIVERY, INSTALLATION, MAINTENANCE AND TESTING BY INTERSAFE NETHERLANDS B.V.

Clause 1: Applicability

1. These terms and conditions ("General Terms and Conditions") apply to all quotations, offers, agreements and all associated activities that Intersafe Netherlands B.V. (including its affiliated companies and third parties that it engages, jointly referred to as: "Intersafe Netherlands") issues to, concludes with and/or carries out at the premises of another party concerned (the "other party") and which, inter alia with regard to products and systems (including: fall safety, emergency showers, gas detection systems and breathing protection), hereinafter referred to as: "items", relate to and/or consist of (i) sales and delivery, (ii) advice, (iii) installation, (iv) maintenance and (v) testing.
2. The activities referred to under (ii) to (v) inclusive are separately and jointly referred to as "Services" and encompass advice, recommendations, calculations, information and certificates (including the ensuing results such as designs, analyses and reports) on and in connection with, inter alia, (i) the use, installation, suitability, application or otherwise of items and (ii) healthy and safe working (occupational health and safety regulations, risk inventories, evaluations of personal protective equipment (PPE), safety expert and occupational hygiene counselling, training and courses) and (iii) testing and maintenance programmes for items.
3. Intersafe Netherlands explicitly rules out the applicability of the general terms and conditions of the other party.
4. Companies affiliated to Intersafe Netherlands and third parties that it engages can invoke these terms and conditions against the other party.

Clause 2: Legal relationship between parties

1. The parties intend for an engagement agreement to be effected between them in respect of the Services within the meaning of Article 7:400 of the Dutch Civil Code.
2. Intersafe Netherlands shall carry out these Services in a professional manner, and in so doing act with the due care befitting a contractor.
3. Intersafe Netherlands is authorised to engage third parties to carry out the work. Intersafe Netherlands shall pass on the costs associated with engaging third parties to the other party.
4. Departures from these general terms and conditions are only possible and valid if expressly agreed in writing.

Clause 3: Conclusion of the agreement

1. All offers from Intersafe Netherlands are without obligation, unless a deadline for acceptance is contained therein. Offers shall expire four weeks after the offer date. An offer shall also expire if the item to which it relates becomes unavailable in the meantime.
2. Price lists, brochures and other information provided with a quotation are given as accurately as possible, but should only be used for information purposes - no rights can be derived from these.
3. If the other party has placed an order with Intersafe Netherlands in writing (including by fax, e-mail or other electronic means), this is irrevocable.
4. An agreement between Intersafe Netherlands and the other party shall only come into effect once Intersafe Netherlands has accepted the orders or instructions and any special arrangements in writing, or after Intersafe Netherlands has started dispatch or completion of the items and/or instructions. In the latter case dispatch or completion does not mean that the terms and conditions set by the other party for that delivery or completion have been accepted, except inasmuch as these relate to the quantity and identification of the items and/or instruction concerned. If an order confirmation differs from the other party's order, the other party must report this, immediately after dispatch of the order confirmation; failure to do so shall result in the order confirmation being binding.
5. Messages issued electronically shall not be regarded as having reached Intersafe Netherlands until Intersafe Netherlands has taken note of these. Orders issued electronically shall be binding on the other party without the need for Intersafe Netherlands' confirmation.
6. Any additions or changes shall only be binding on Intersafe Netherlands if these have been confirmed in writing by Intersafe Netherlands.

Clause 4: Cooperation of the other party

1. The other party must all deliver and give all instructions, materials, information and access to its site, required by Intersafe Netherlands for the provision of the Services, in a timely manner. Intersafe Netherlands is not responsible for verifying the accuracy or completeness of the information provided and/or made accessible by the other party or its representatives.
2. The other party shall accompany Intersafe Netherlands and its employees on site and provide them with an emergency response team if necessary.
3. Any extra time that Intersafe Netherlands needs for the provision of the Services because the information provided by the other party is incorrect or incomplete, or because the stipulations of clause 4.1 have not been complied with, is chargeable to the other party.

Clause 5: Delivery and risk

1. The delivery term starts on the date of confirmation of the order. If the payment has been agreed in advance, or by means of a deposit, then the delivery term shall start after receipt of full payment or deposit.
2. Delivery terms are not to be regarded as deadlines unless otherwise agreed in writing. In the event that the term is exceeded the other party cannot make any claim against Intersafe Netherlands for damages, nor demand dissolution of the agreement. In the event of a late delivery Intersafe Netherlands shall only be in default after written notice to that effect.
3. Force majeure shall be taken to mean - without prejudice to what is understood in any case by the term in law and case law - any circumstance independent of the will of Intersafe Netherlands, which permanently or temporarily prevents compliance with the agreement, e.g. war and threat of war, riots, full or partial mobilisation, strikes, lack of raw materials, stagnation in the supply of goods by suppliers, unforeseen circumstances within the business, transport difficulties, import and/or export restrictions, frost, fire, epidemics, natural and other disasters and/or other unforeseen hindrances that, inter alia, render the performance of Services wholly or partially impossible. Hindrances shall also be taken to mean weather conditions that in the opinion of Intersafe Netherlands hinder the performance of the work. The terms of this clause shall also apply if the circumstances in question affect factories, suppliers or other traders from whom Intersafe Netherlands buys items or services.
4. If Intersafe Netherlands is affected by the above force majeure from complying with the agreement, it is entitled - without legal intervention if it so chooses - either to suspend the performance until the circumstance leading to the force majeure has ceased to exist, or to dissolve the agreement in whole or in part without legal intervention, without being obliged to pay damages.
5. Intersafe Netherlands has a choice in the method of transport of the goods to be delivered unless the other party or a third party engaged by the other party collects the

goods itself from Intersafe Netherlands' warehouse. The risk in respect of the goods shall transfer to the other party at the moment of delivery to the other party or a third party engaged by the other party.

6. Intersafe Netherlands is entitled to make part-deliveries.
7. The other party has an obligation to purchase. As soon as Intersafe Netherlands has told the other party that the goods are ready to buy from Intersafe Netherlands the other party, irrespective of the agreed method of transport, is obliged to buy them within the shortest possible reasonable timescale. If Intersafe Netherlands delivers or has someone deliver the items, the other party must arrange for them to be unloaded on site as soon as possible. If the items have not been purchased by the other party by the expiry of the delivery term, they shall be stored at the other party's risk and expense. After four weeks Intersafe Netherlands is entitled to sell the items. Any lower proceeds and costs incurred are chargeable to the other party, without prejudice to any other rights of Intersafe Netherlands.

Clause 6: Payment

1. Intersafe Netherlands shall charge the other party the fee agreed by the parties for the Services. If no fee has been agreed Intersafe Netherlands is entitled to charge a reasonable fee for the Services delivered. This fee will in that case be calculated on the basis of the going rate, the time that Intersafe Netherlands has spent or has had others spend on the Services, as well as the importance, complexity and urgency thereof. Any quoted or estimated fees are exclusive of any applicable VAT or similar taxes. Expenses will be charged on top.
2. Payment must be made within 30 calendar days of invoice date in euro or in any other agreed currency, by transferring the amount into the bank or giro account shown on the invoice. The payment date shall be taken as the date that the bank or giro account is credited. The other party is not entitled to reduce, offset, suspend or attach the amount. The other party shall be in default by operation of law after the deadline has passed and from that date shall owe statutory commercial interest plus 2 percent up to the date of full settlement. The amount that is subject to this contractual interest, where applicable, shall be calculated at the end of each year, plus the interest owed for that year.
3. Intersafe Netherlands is at all times entitled, before any (further) performance, to demand from the other party security for compliance with its obligations.
4. All costs incurred in establishing liability and in debt collection (including costs of legal assistance) shall be chargeable to the other party, with the extra-judicial costs being at least 15% of the invoice amount (although they may be more). Where Intersafe Netherlands is successful in legal proceedings against the other party, the other party is obliged to pay amounts not awarded to the Intersafe Netherlands by the courts.

Clause 7: Retention of title

1. All items delivered or to be delivered by Intersafe Netherlands shall remain the property of Intersafe Netherlands until the moment the other party has fully complied with all of its payment obligations in respect of the items. If Intersafe Netherlands does work for the other party in the context of the purchase agreement, the retained title shall also apply until the other party has paid all debts associated with the work. The retained title also applies to any claim that Intersafe Netherlands may acquire against the other party on account of a breach by the other party of one or more of its obligations towards Intersafe Netherlands.
2. The other party is obliged within reasonable limits to give its assistance to all measures that Intersafe Netherlands wishes to take to protect the items that are handed over and/or its proprietary rights.
3. If third parties wish to levy attachment on the items handed over under retention of title or wish to establish or enforce rights on them, the other party is obliged to notify Intersafe Netherlands of this immediately, in writing.
4. The other party is not authorised to encumber the items covered by retention of title with any right, or to sell these or make them available in any way to third parties. As long as the delivered items are covered by retention of title, the other party is solely authorised to treat or process the delivered items in the normal operation of its business. The other party is not authorised to pledge or encumber the items covered by retention of title, in any other way. After treatment or processing of the items in question Intersafe Netherlands will become owner or co-owner of the items made from, or partly made from the items and the other party shall automatically keep these items for Intersafe Netherlands.
5. If Intersafe Netherlands notwithstanding the terms of the previous paragraph, does not obtain title to the items made by the other party, the other party shall, at first request from Intersafe Netherlands give any required assistance needed to establish a pledge - non-possessory or otherwise and where appropriate also vested in other rights holders - on the items concerned, on behalf of Intersafe Netherlands.
6. Intersafe Netherlands is irrevocably authorised, without notice of default being required, to take back the items delivered under retention of title by removing these from the place they are located, if the other party fails to comply with its payment obligations or if Intersafe Netherlands has good grounds to fear that the other party shall fail to comply with its obligations and is not in a position to provide appropriate security.
7. In the event of items that have been delivered by Intersafe Netherlands being taken back, the purchase price will be credited to the other party. Intersafe is entitled to reduce the amount to be credited with a one-off amount of its choosing, which is equal to its costs and loss, without prejudice to any further or other rights of Intersafe Netherlands to compensation.

Clause 8: Returns

1. Other parties are entitled to return certain items delivered by Intersafe Netherlands within fourteen calendar days of delivery on submission of a copy of the purchase invoice or the packing slip. This shall not apply:
 - a) to items that are not part of the Intersafe Netherlands standard stock in its warehouse or which were made or custom-made by Intersafe Netherlands for the other party;
 - b) if Intersafe Netherlands has bought the specific item from a third party solely at the request of the other party;
 - c) if the items have a sell-by date of six months or less and those items are not returned within the aforementioned fourteen calendar days;
 - d) if Intersafe Netherlands has expressly excluded returning the items;
 - e) if the items have been warehoused by the other party (i.e. in any way set up, installed or put to use).
2. Items will only be taken back if they are returned to Intersafe Netherlands at the designated address within the deadline stipulated in the clause unused, undamaged, in the original packaging and at the other party's expense. Samples and test products

will only be taken back with the consent of and in consultation with Intersafe Netherlands.

3. If items are returned, the purchase price will be credited to other party. Intersafe Netherlands entitled to reduce the amount to be credited by an amount to be determined by Intersafe Netherlands alone, equal to the costs and losses it incurs from the returns.
4. Intersafe Netherlands will only accept the returned items if and insofar as it has agreed to the return in advance (by giving the other party a return order number) and if the items are handed over at the address to be given by Intersafe Netherlands in the original packaging and in the condition in which they were handed over by Intersafe Netherlands. Any costs of assembly or dismantling will be borne by the other party.
5. Items received by Intersafe Netherlands will not be taken back after the term referred to in clause [], subject to circumstances as referred to under the guarantee provision in clause 9.
6. During the period that another party has possession of an item that is to be returned, the other party is obliged to look after the item with due care.

Clause 9: Guarantees, inspection, own risk

1. The items to be delivered by Intersafe Netherlands meet the reasonable current and customary quality requirements for normal use, which can be reasonably imposed on these at the time of delivery. Intersafe Netherlands shall only be responsible for specific quality requirements or specific quality standards of products that it has produced or modified insofar as these requirements or standards are expressly agreed by Intersafe Netherlands, who shall confirm this explicitly in writing. Minor anomalies and differences in quality, colour, size or finish, which are commercially the norm or technically unavoidable, and reduction in quality due to normal wear and tear shall not constitute defects.
2. Intersafe Netherlands shall never guarantee, even if the other party has been provided with a sample of the delivered item, that the delivered item is fit for the purpose for which the other party wishes to use or process the delivered item. The other party must personally verify whether its use is fit for purpose and meets the requirements set. Intersafe Netherlands can in that case set other guarantee conditions and other terms in respect of the items to be delivered or work to be carried out. Any notice from Intersafe Netherlands does not release the other party from its own responsibility to inspect the items and/or to verify that an item is fit for purpose and meets the requirements.
3. Intersafe Netherlands can - in respect of the guarantee referred to in clause 9.1 - agree a specific deadline with the other party in which the guarantee referred to in clause 9.1 is valid. In the event that the items delivered by Intersafe Netherlands have come from, or are produced by, third parties, then the Intersafe Netherlands guarantee is limited to the guarantee provided by the third parties for the item, unless otherwise stated.
4. Any form of guarantee shall expire if there is any question of a defect that has arisen as a result of or stemming from:
 - (a) incorrect or imprudent use of an item, including use of an item contrary to the directions for use or other relevant instruction;
 - (b) imperfections arising from or resulting from circumstances over which Intersafe Netherlands cannot exert any influence, such as imperfections in the item that do not have their origin in the production and/or delivery of the product, or arising or resulting from external causes, including lightning strike, fire, flood and other weather conditions (for example, but not limited to, extreme rainfall or temperatures);
 - (c) unusual use of the item, as a result of which the item shows abnormal and/or excessive signs of wear and tear;
 - (d) injudicious or improper use of the item or use after the sell-by date, incorrect storage or maintenance by the other party and/or third parties, including if the other party or third parties have made modifications to the item or have tried to do so, have attached to it other items that should not be attached to it or if these were processed or treated in other than the prescribed manner, without consent in writing from Intersafe Netherlands.
5. The other party is obliged to inspect the delivered item, or to have it inspected, immediately the items are placed at its disposal or the relevant work is carried out. In so doing the other party must check whether the quality and/or quantity of the delivered item corresponds to what was agreed and meets the requirements that the parties agreed in that respect. Any visible defects should be reported to Intersafe Netherlands in writing within seven calendar days. Any invisible defects should be reported to Intersafe Netherlands immediately, and certainly within fourteen calendar days of their discovery. The report must contain as detailed a description of the defect as possible, so that Intersafe Netherlands is able to respond appropriately. The other party must send in the consignment note or packing list on which the defects (snags) are indicated. The other party must give Intersafe Netherlands the opportunity to investigate any complaint, or to have it investigated.
6. Intersafe Netherlands will only accept the returned items if and insofar as it has agreed to the return in advance (by giving the other party a return order number) and if the items are handed over at the address to be given by Intersafe Netherlands, in the original packaging and in the condition in which they were delivered by Intersafe Netherlands. Any costs of assembly or dismantling will be borne by the other party.
7. If it is established that an item is faulty and the other party has returned the relevant items promptly, then Intersafe Netherlands shall - within a reasonable period after receipt of the return, or if return is not reasonably an option, after notice in writing from the other party, relating to the faulty item - at Intersafe Netherlands' discretion, (i) replace it with another, similar item, (ii) arrange to repair it or (iii) credit the other party with the purchase price paid, in which case the agreement shall be deemed dissolved where it relates to the breach of contract. In the event of replacement the other party is obliged to return the replaced item to Intersafe Netherlands and to give ownership of it to Intersafe Netherlands, unless Intersafe Netherlands states otherwise.
8. If the other party has returned the items promptly, this does not suspend its payment obligation. In that case the other party also remains obliged to buy and pay for the other items ordered and for subsequent part-deliveries that are part of the same order.
9. If a defect is reported after the deadlines quoted in this clause, then the other party shall no longer have a right to repair, replacement or compensation as referred to in clause 9.7. The rights of the other party shall then become null and void.
10. If it is established that a complaint is unfounded, then the costs incurred as a result, including costs of inspection on the part of Intersafe Netherlands, shall be fully chargeable to the other party.
11. At the end of the guarantee term all costs of repair or recovery, including administration, dispatch and call-out charges, shall be charged to the other party.
12. In a departure from the statutory limitation periods, the limitation period for all claims and defences against Intersafe Netherlands and third parties involved by Intersafe Netherlands in the performance of an agreement, shall be one year.

Clause 10: Shortcomings in Services

1. In the event that the other party believes that the Services do not correspond to what was agreed between the parties ("Shortcoming"), the other party shall within 48 hours after discovery thereof, or in any case within 48 hours of when it should reasonably have discovered the Shortcoming, report it in writing to Intersafe Netherlands.
2. If Intersafe Netherlands finds that the report of a Shortcoming mentioned in the previous paragraph is well-founded, it shall, at its discretion (i) rectify the Shortcoming, (ii) re-perform the Services to which the Shortcoming relates or (iii) refund that part of the fee and expenses paid to Intersafe Netherlands with regard to those Services. These obligations of Intersafe Netherlands constitute the sole legal remedy of the other party in the case of attributable failing of Intersafe Netherlands in respect of any agreement.
3. All claims regarding rectification of a Shortcoming, re-performance of the Services or refund of a sum of money, for whatever reason, as well as any right to dissolve the legal relationship between the parties with regard to the Services, shall expire on the earliest of the following dates: (a) in the case of late reporting pursuant to clause 10.1, or (b) 12 months after the start of delivery of the Services.

Clause 11: Liability

1. The liability of Intersafe Netherlands (i) under the agreement, including liability for failure to deliver items (on time) or defects in the delivered item, or (ii) on other grounds for loss or damage in whatever form, is limited to the net invoice value of the items in question, and, if the whole invoice does relate to not only those items, to that part of the invoice to which the liability relates.
2. Any and all liability on the part of Intersafe Netherlands based on attributable failing in respect of the Services, shall be limited to the provisions set out in clause 10.
3. Notwithstanding the provisions of clause 10, the total liability - including any obligation to make a refund as a result of dissolution of any agreement between the parties or otherwise - of Intersafe Netherlands, its auxiliary staff, intermediaries, directors, employees, authorised representatives and its affiliated companies (together the "Related Persons"), irrespective of whether this liability stems from agreement, unlawful act or otherwise, in the context of the Services provided to the other party, may in any event never exceed the total amount of the fees paid by the other party to Intersafe Netherlands for those Services. If the Services are delivered free of charge, the maximum amount of liability as referred to in the previous sentence shall be limited to an amount equal to the market value of the Services delivered, up to a maximum of EUR 10,000 (ten thousand) in all cases.
4. The liability of Intersafe Netherlands is in any event always limited to the amount that Intersafe Netherlands receives from its liability insurer in connection with inadequate performance. Intersafe Netherlands is not liable for damage for which the other party is insured.
5. Intersafe Netherlands and its Related Persons shall never be liable to the other party for consequential loss, loss due to delay or indirect loss of any kind (including, but not limited to loss of income, profit loss, missed opportunities, repair costs or other indirect loss of capital), nor for losses or costs arising from and/or connected to errors or inaccuracies in, or omissions from data or information which is made available to Intersafe Netherlands in connection with the Services provided under the General Terms and Conditions.
6. The other party shall indemnify Intersafe Netherlands and its related persons against third-party claims (including, but not limited to, claims from employees of the other party and its affiliated parties and from third parties engaged by the other party) with regard to the items and/or Services handed over or delivered as well as against all costs and claims that Intersafe Netherlands suffers in that regard, including but not limited to lawyers' fees incurred.
7. The limits to liability shall not apply in the event of intentional act or omission or gross negligence on the part of Intersafe Netherlands.

Clause 12: Termination

1. The legal relationship between the parties can only be terminated by one or other of the parties with immediate effect, in the following cases:
 - a. if the other party fails to comply with an obligation within the framework of these general terms and conditions or any other obligation relating to this agreement, and compliance is temporarily or permanently impossible, or the other party fails to comply with an obligation under these general terms and conditions or any other agreement and compliance is not forthcoming within two weeks of written notice of non-compliance being issued; or
 - b. if a winding-up order is issued against the other party, or if it has applied for or been granted a moratorium on payments, or is involved in similar proceedings.
2. In the event of termination of the legal relationship the other party shall pay Intersafe Netherlands the fee and expenses for the items delivered and Services provided up to and including the termination date.

Clause 13: Intellectual Property

1. All intellectual property rights (including but not limited to copyright, patents, know-how and trade secrets) in respect of items (including products, systems, materials) and/or Services delivered by Intersafe Netherlands to the other parties or made available in any way (e.g. analyses, designs, documentation, reports, offers, etc.) including the ensuing and associated results (including derivative works) are vested exclusively in Intersafe Netherlands or its suppliers and/or licensors and where they are vested in Intersafe Netherlands, Intersafe Netherlands is permitted to use these for any purpose. The other party shall only obtain rights of use to the extent that these are expressly assigned to it, all this unless expressly agreed in writing by or on behalf of Intersafe Netherlands and the other parties.
2. Intersafe Netherlands shall provide the Services and deliver the associated results for internal use by the other party and exclusively for the intended purpose. The other party is not permitted to refer to the Services and/or results or to give these to third parties without Intersafe Netherlands' prior written consent.
3. The other party will receive from Intersafe Netherlands copies of the results delivered in connection with the Services. The other party is entitled to use these results, and to reproduce and adapt these for internal purposes within its organisation as soon as the other party has complied with its obligations under the agreement and these general terms and conditions.

Clause 14: Confidentiality

1. Intersafe Netherlands and the other party shall each take adequate measures to (continue to) ensure the confidentiality of confidential and other information ("Information") that the other party gives it. Each party shall only use the information it is given in the context of the agreement and these general terms and conditions. Furthermore each party shall only disclose the Information within its organisation on a "need to know" basis and shall impose a duty of confidentiality set out in this clause, on the relevant persons.

Clause 15: General

1. The agreement and these general terms and conditions encompass the full legal relationship or agreement between Intersafe Netherlands and the other party with regard to the items and the Services and take the place of all other agreements, whatever their nature (written or verbal) with regard to the items and the Services. The Vienna Sales Convention shall not apply.

2. If any provision from these general terms and conditions is invalid or unenforceable under any law, this provision shall be upheld to the extent permissible by law.
3. The other party is not permitted, without the prior written consent of Intersafe Netherlands, to transfer the legal relationship between the parties under these general terms and conditions or any right or obligation thereunder to a third party. Intersafe Netherlands is at all times entitled to transfer the legal relationship between the parties under these general terms and conditions or any right or obligation thereunder to a group company in the same group at that time, as defined in Article 2:24b of the Civil Code, and the Client will cooperate with this in the eventuality of any such transfer.
4. Intersafe Netherlands is at all times entitled to amend these general terms and conditions and shall notify its other parties of any such amendment by placing a message on its website.

Clause 16: Applicable Law and Jurisdiction

1. These general terms and conditions, the agreement and/or any agreement arising from it are governed exclusively by Dutch law.
2. Any disputes that may arise in connection with offers from, orders to and/or agreements with Intersafe Netherlands and these general terms and conditions shall, if the dispute arises in connection with another party based in the Netherlands, be submitted to the competent courts in Rotterdam.
3. Any disputes that may arise in connection with offers from, orders to and/or agreements with Intersafe Netherlands and these general terms and conditions shall, if the dispute arises in connection with another party not based in the Netherlands, be resolved in accordance with the Arbitration Rules of the Dutch Arbitration Institute. The place of arbitration shall be located in the Netherlands. The procedure shall be conducted in Dutch.