

GENERAL CONDITIONS SGS INTRON B.V.

1. SCOPE AND BINDING FORCE OF THE GENERAL CONDITIONS

Except for deviations from the present general conditions (these "General Conditions") expressly agreed in writing all work and commissions undertaken by SGS INTRON B.V. (hereinafter called "the Contractor") are only accepted and undertaken on the following conditions. These General Conditions are regarded as being known to and accepted by the persons or entities issuing instructions to Contractor (hereinafter called a "Principal") with renunciation of their own general conditions, and are regarded as governing the whole business relationship between the parties, not only with regard to the agreement on occasion of which the General Conditions shall be communicated, but also for all subsequent new offers, orders and agreements; if, in respect of one or several of the specific agreements, the parties expressly deviate in writing from all or part of these General Conditions, the General Conditions shall remain in force between the parties in respect of remaining clauses and preceding or subsequent offers, orders and agreements.

2. PERFORMANCE AND MODALITIES

A. Agreement

The content of an agreement between parties is determined by these General Conditions and furthermore by what is expressly agreed between parties in writing ("agreement"). Oral arrangements shall thus only bind the Contractor after written confirmation thereof by the Contractor. If an offer is neither confirmed in writing nor disputed by the Principal and the Contractor without any protest of the Principal has commenced the performance of an agreement, then the content of the written offer of the Contractor shall be binding to the parties.

B. Subject of the agreement

The work commissioned and undertaken under an agreement, in the widest sense attributable to it and without this list - provided for information only - being in any way limitative, may be concerned with quantity and quality inspections, verifications, analyses, studies, evaluations, advising, arbitration and appraisal, mainly related to the building industry and also related services such as packing, shipping, training and supply of personnel, development and sale of equipment, apparatus and software in connection with the aforementioned activities.

C. Terms of performance

- a) The Contractor will provide the work using all reasonable care and skill and in accordance with Principal's specific instructions as confirmed by Contractor or, in the absence of such instructions:
 - (1) the terms of any standard order form or standard specification sheet of the Contractor; and/or
 - (2) any relevant trade custom, -usage or -practice; and/or
 - (3) any such method as the Contractor considers appropriate on technical, operational and/or financial grounds.For work performed outside normal working hours, such as for example on Saturdays, Sundays and public holidays, will be charged against supplemental or alternative tariffs in conformity with the standard tariffs established for that purpose by the Contractor.
- b) For agreements in the Netherlands and/or abroad, the Contractor may, whether or not at the request of the Principal, entrust the performance of the work to another party. The Principal authorizes Contractor to disclose to the subcontractor all information necessary for the performance of such work, including such information as might fall within the duty of confidentiality stipulated elsewhere in the present General Conditions. The Principal shall not without the consent of the Contractor give information or instructions to the subcontractor or give supplemental assignments to the subcontractor. The Contractor is not liable for the negative consequences resulting from information, instructions or assignments given to the subcontractor by the Principal. If a subcontractor or third party is appointed at equal contractual level as the Contractor following a proposal, request or instruction thereto of the Principal, then the Contractor cannot be held liable for shortcomings of that subcontractor or third party and the costs connected with obtaining proper performance or compensation shall be for the account of the Principal.
- c) The reports or certificates issued by the Contractor-author under the agreement concerned (hereinafter: "reports" or "report") are established and delivered on behalf of and for the account of the Principal, who expressly accepts that these reports reflect the facts as recorded by the Contractor at the time of intervention only and within the limits of the instructions received. Reports must always be reproduced in their entirety and the Principal shall procure that at all times sufficient supplemental (contextual) information is supplied to ensure that there will not arise misunderstandings regarding rationale and content of a report. The Contractor is not liable for the consequences of incorrect reproduction of reports or other acts in contradiction with the foregoing. Reports issued further to testing of samples contain the Contractor's assessment on those samples only and do not express any opinion upon the lot from which the samples were drawn. The Contractor is under no obligation to refer to or report upon any facts or circumstances falling outside the instructions or parameters received.
- d) If the Principal requests that the Contractor witness any third party intervention, Principal agrees that the Contractor's only responsibility is to be present at the time of the third party's intervention and/or to forward the results thereof and/or to confirm the occurrence of the intervention. The Principal agrees that the Contractor is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, acts or omissions of third party personnel or the analysis results. The Principal hereby irrevocably authorizes the Contractor to deliver reports to a third party where so instructed by Principal or, at its discretion where such implicitly follows from circumstances, trade custom, -usage or -practice. Reports are issued on the basis of information, documents and/or samples provided by or on behalf of the Principal and are solely for the benefit of Principal who is responsible for acting as he sees fit on the basis of such reports. Neither the Contractor nor any of its officers, employees, agents or subcontractors shall be liable towards the Principal or any third party for actions taken or not taken on the basis of such reports or for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Contractor. Should Contractor receive documents reflecting engagements contracted between the Principal and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., those are considered as date provided for information purposes only and do not extend or restrict the scope of the services or the obligations accepted by the Contractor.
- e) The copyright on reports delivered belongs to the Contractor, unless parties have agreed otherwise in writing. Reproduction without prior permission of the Contractor is not allowed. Inspection of reports is allowed to interested parties directly involved with the agreement, inspection by other parties is only allowed with the prior permission of the Contractor.

- f) All intellectual property rights belonging to the Contractor at the commencement of an agreement and all entitlements thereto remain with the Contractor. Inventions developed during the performance of an agreement and the intellectual property rights resting thereon belong to the Contractor. Under no circumstances can the Principal claim title to intellectual property rights regarding inventions which relate to the performance of the work by the Contractor. Models, techniques, methods, instruments and software belonging to the Contractor or obtained or realized in the performance of an agreement, belong to the Contractor. The Principal is not allowed to copy or use calculation-, working- and/or other methods developed and used by the Contractor in performance of an agreement without prior written permission of the Contractor.
- g) The Contractor has the right to himself use or let third parties use methods, knowledge and know-how developed during the performance of an agreement.
- h) Reproduction of logo's belonging to the Contractor by others than the Contractor himself is not allowed without prior written permission of the Contractor.
- i) The Contractor is prior, during and after performance of an agreement free to perform agreements having the same field of activity as that of the work performed for the benefit of the Principal for others than the Principal.

3. SPECIFIC OBLIGATIONS DEVOLVING ON THE PRINCIPAL

Fulfillment of all the obligations described below as devolving on the Principal at any given moment forms a necessary pre-condition for performance of an agreement by the Contractor. In the event of any non-observance by the Principal of one or more of the obligations described below, the Contractor may either abandon the performance of the commission, or carry out the commission by means of additional services, which shall be charged separately.

- a) The Principal must supply the Contractor complete, clear instructions and information with regard to any commission, in writing and in good time - i.e. at least 48 hours - before the agreed date of performance of an agreement or the part thereof in question (not counting Saturdays, Sundays and official public holidays) and guarantees that all information necessary for the performance of an agreement is thus provided to the Contractor timely and completely. As the information provider, solely the Principal is responsible for the accuracy and completeness of all instructions and statements and the Principal shall indemnify the Contractor for liability resulting from inaccuracy thereof. The Principal shall inform Contractor in advance of any known hazards or dangers, actual or potential, associated with any order or samples or tests including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
- b) The Principal shall ensure that that the Contractor obtains all necessary forms of permission for access to the place of performance of an agreement, with the exception of those permissions which the Contractor is regarded as holding given the nature of his business, and must take all necessary steps to eliminate or remedy any obstacles to or interruptions in connection with the performance of the work.
- c) The Principal shall take all measures and grant the Contractor's employees all necessary facilities to enable them to fulfill their work properly, responsibly, environmentally responsibly and safely.
The Principal must supply, if required, any special equipment and personnel necessary for the performance of the work.
- d) Solely the Principal is responsible for the use of all technical appliances which are not the property of the Contractor.
- e) The Principal shall ensure that any equipment belonging to the Contractor is stored in a suitable, adequate and enclosed place or - if such equipment is stored in an installation belonging to the Contractor on the Principal's premises - shall be responsible for its surveillance.
- f) All samples shall be retained for a maximum of two weeks or such longer time period as agreed in writing. The mere expiry of this time period implies that permission has been given by the Principal to the Contractor to have these samples destroyed and that the Contractor shall thus cease to have any responsibility for such samples. Storage of samples for more than two week (or the applicable retain period) shall incur a storage charge payable by the Principal. If samples are returned to the Principal, the Principal shall have to pay a handling and freight fee. Also special disposal charges will be billed to the Principal if incurred.
- g) The Principal is not entitled to make public, publish or have published any verbal or written communications in the widest sense regarding the agreement to be performed by the Contractor, without the prior written consent of the Contractor.
- h) The Principal guarantees prompt payment of the amounts invoiced by the Contractor.
- i) The Contractor is not a party to any agreement entered into by the Principal with a third party, such as for instance a sales contract in connection with which the Contractor performs an intervention under the agreement with the Principal. The Principal engages to fully exercise all its rights and discharge all its liabilities under any such agreement with a third party.
The Principal acknowledges that the Contractor by performing their agreement neither takes the place of the Principal or any third party under such contract, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or nullifies any duty of Principal to any third party or that of any third party towards the Principal.

4. PAYMENT

A. Fees

Taxes and/or duties are not included in the Contractor's prices; these are at all times for the Principal's account. The Contractor may charge a supplement to take into account any special circumstances in connection with the performance of the agreement. If the Contractor is unable to perform all or part of the work for any cause whatsoever outside the Contractor's control including failure by the Principal to comply with any of its own obligations, the Contractor shall nevertheless be entitled to payment of the amount of:

- 1) all non-refundable expenses incurred by the Contractor and
- 2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

Fees not specifically agreed between the Contractor and the Principal at the time of entering into or negotiating an agreement shall be at the Contractor's standard rates (which might be subject to change) with all applicable taxes and charges being payable by the Principal.

B. Price Revisions

All prices agreed by the parties are always open to annual revision.

C. Invoicing

All work performed, additional services and costs relating to the work shall be invoiced as the performance proceeds or as incurred. Agreements undertaken for a lump sum price may give rise to installment invoicing.

D. Terms of payment

All the Contractor's invoices are to be paid cash by the Principal. In the event of late payment, as from the thirtieth (30th) day following the invoice date and without the necessity of a notice of default, an interest will be due equal to 12% per annum. Likewise, automatically and without the necessity of a notice of default, a lump sum compensation will be due equal to 10% of the invoice amount, with a minimum of EUR 50 as indemnity only in order to cover extra-judicial costs. Moreover the Contractor is legally entitled to claim compensation for all (other) collection costs.

In the event of late payment, just as for any non-observance of any (specific) obligation devolving on the Principal, just as in the event of arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business of/by the Principal, the Contractor has the right, moreover, without prior notice of default, to suspend the performance of any work whatsoever and to only resume such after payment and/or observance of all due obligations of the Principal or to terminate the agreement immediately.

5. LIABILITY

- 1) The Contractor is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking insurance against loss or damage should obtain a relevant insurance policy.
 - 2) The Contractor for each agreement only contracts for an obligation to perform to the best of one's ability, never and in no part for an obligation to produce a certain result, unless expressly agreed otherwise.
 - 3) Liability of the Contractor can only occur after the Contractor has been sent a proper notice of default and the Contractor has thereby been granted a reasonable time period of at least fourteen days for correction of a fault or shortcoming or repair of the damaging consequences thereof.
 - 4) Delay in the performance of an agreement by the Contractor shall not give rise to payment of damages.
 - 5) Under no circumstances can the Contractor be held liable for non-performance - in whole or in part - of the agreement, if such is the result of a fact beyond the control of the Contractor or the result of limitations within the nature of the work or research under the agreement and/or limitations imposed by an authority which can reasonably be held to have authority. Failure of the Principal to fulfill his own contractual obligations towards the Contractor is a legitimate ground for suspension, termination or cancellation of the agreement by the Contractor.
 - 6) The Contractor, his organs, employees, subordinates, agents or subcontractors cannot be held liable for any loss or damage caused by or as a result of any shortcoming in performance or non-contractual fault, unless the Principal has proven that such is directly attributable to willful misconduct or willful recklessness at the side of the Contractor and the Principal has proven the damage. The Contractor cannot be held liable for indirect- or consequential loss (including but not limited to loss of profit, interruption of business, pure economic loss etc.). The liability of the Contractor shall under all circumstances be limited to ten times the amount invoiced for the work in question with a maximum of EUR 30,000.
 - 7) The Principal is obligated to indemnify the Contractor for all possible claims of third parties for loss, damage or expenses of whatever nature resulting from an act or omission of the Principal, even no fault can be attributed to the Principal.
 - 8) If and insofar as the Principal has insured a risk associated with an agreement, the Principal is under the obligation to recover possible damage under such insurance policy and to indemnify the Contractor against recovery claims of the insurer.
 - 9) Entitlement of the Principal to damages does not discharge the Principal of his payment obligations under the agreement. Set-off of by the Principal of debts of the Principal against debts of the Contractor is not allowed.
 - 10) If employees of the Contractor after the conclusion of an agreement sign documents such as "poortbriefjes", "VGM-verklaringen" and the like which contain provisions contradictory to the content of the agreement in force between parties (such as the limitation of liability comprised in these General Conditions), such shall not amend the legal relationship established in the agreement.
6. **Forfeiture of rights:** In the event of an alleged shortcoming of the Contractor in the performance of the work under the agreement the Principal must give written notice to the Contractor within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Contractor shall be discharged from any liability and the matter shall be ipso iure forfeited after three months have lapsed since: (i) the date of performance by the Contractor of the work which gives rise to the claim; or (ii) the date when the service should have been completed in the event of an alleged non-performance.
 7. **Recruitment and/or canvassing of personnel by the Principal:** The Principal is not allowed to recruit or canvass the Contractor's personnel or make use of their services in any way whatsoever up until two years after the end date of the contractual relation between Contractor and Principal, unless with the prior written consent of the Contractor. Infringement of this provision shall ipso jure give rise to the payment of compensation for loss to the Contractor equal to twice the gross annual salary of the member of personnel involved, without prejudice to the right of the Contractor to claim compensation for the greater/additional damage.
 8. **Transfer of rights and obligations:** Unless otherwise stipulated in these General Conditions, neither of the parties, without the prior written consent of the other party, may transfer his rights and obligations arising out of their agreement to a third party, whereby associate companies and subsidiaries of the Contractor are not regarded as third parties.
 9. **Confidentiality:** The Principal and the Contractor shall treat all information obtained from each other in connection with the performance of an agreement as strictly confidential and shall do any and all thing necessary to maintain that confidentiality, also after the end of the agreement. This duty of confidentiality shall not apply to (i) information already in possession of a party at the commencement of an agreement which can lawfully be distributed, (ii) information in the public domain which can lawfully be distributed, (iii) information obtained from third parties which is lawfully obtained by those third parties and which can lawfully be distributed and (iv) information which has to be distributed further to a court order. The Contractor has no duty of confidentiality regarding information which demonstrates a serious hazard for persons, goods or environment.
 10. **Insurance:** Both parties undertake to insure their liabilities adequately and to a sufficient extent with an insurance company recognized in the Netherlands and to produce proof thereof at the simple request of the other party.
 11. **Applicable law:** Unless expressly agreed otherwise, all agreements to which the Contractor is a party shall be governed by the laws of the Netherlands. If any one or more provisions of these General Conditions are in part or in whole found to be non-binding, null, reversible or non-enforceable, the validity and enforceability of the remaining parts and other provisions shall not in any way be affected or impaired thereby.
 12. **Jurisdiction:** Disputes between the Contractor and the Principal shall be settled amicably. Failing an amicable settlement, the dispute shall be submitted to the District Court of Maastricht, which in first instance shall have exclusive jurisdiction.