

1 Definitions

The following words are defined as follows in these general terms and conditions, unless explicitly indicated otherwise:

We, us, or our:

CERTIFER HHC/DRS B.V.: the private company with limited liability with this statutory name, with registered offices in (1723 HX) Noord-Scharwoude at Kokkel 4 A, trading as HHC/DRS Skandinavien, InfiF and HHC/DRS Measurements with the website www.hhcdrs.nl, registered with the Chamber of Commerce with number 37086971.

Counterparty and/or Client:

Any legal entity or natural person which/who has concluded or wishes to conclude an agreement with our company, or a representative, agent, legal successor, or heirs, not being consumers.

Agreement and/or contract:

The (contract) agreement between us and the counterparty.

IBC

Intermediate Bulk Container: metal, non-stationary and mobile storage and delivery installation no larger than 3 m³ for above-ground non-pressurised storage of liquids.

2 General

- 2.1 These general terms and conditions apply to all offers and agreements submitted or concluded by us, as well as the performance of any work by us.
- 2.2 Deviations from the general terms and conditions, oral agreements, and conditions of the client only apply if and insofar as they have been explicitly accepted by us in writing, and will only apply to the specifically listed agreements.
- 2.3 If one or more provisions of these general terms and conditions become invalid or void, the remaining provisions of these general terms and conditions will remain fully applicable.
- 2.4 We can impose additional conditions if communication between the parties or the performance of legal transactions takes place by e-mail.
- 2.5 Dutch law applies to all our agreements.
- 2.6 In the event of inconsistencies, the Dutch text will prevail.

3 Offers and orders

- 3.1 If an offer has a limited period of validity or is made subject to conditions, this will be specified in the offer, failing which the offer will be valid for no more than two months, or until the end of the financial year (due to annual price changes), or, in case of a special offer, as long as this offer is in force.
- 3.2 Our offer is based on the details and the drawings provided by the client, and the dimensions derived from them, as well as any measurements we have conducted. The offer contains a description of the offered products and/or services with sufficient details to ensure a sound

assessment can take place. Obvious errors or mistakes in the offer will not bind us.

- 3.3 Data carriers, electronic files, or software and the like provided by the counterparty are guaranteed to be free of viruses and defects.
- 3.4 Unless explicitly stated otherwise in the offer in question, all offers are based on the performance of work during normal working hours and on normal business days.
- 3.5 The client is required to inform us about facts and/or circumstances that may affect our offer and the performance of the agreement insofar as he is or should be aware of these.
- 3.6 Each offer will contain sufficient information to clearly state the rights and obligations associated with the acceptance of the offer. Work not listed in our offer will not be part of the agreement and may result in higher fees.

4 Fees

- 4.1 The listed fees do not include turnover tax (VAT) or other government levies, and are based on the current price level, unless stated otherwise.
- 4.2 We will have the right to charge the rates in effect during the performance of the agreement, including overtime. We also have the right to periodically increase the agreed or fixed fees, or when the costs and/or rates on which our fees are based so require.
- 4.3 If work must be performed at the location of the client or at the company premises or project location on any other hours than between 08:00 - 18:00 on Monday to Friday, the following surcharges will apply:

	From 06:00 to 18:00	From 18:00 to 06:00
Sunday	150%	200%
Monday	100%	125%
Tuesday	100%	125%
Wednesday	100%	125%
Thursday	100%	125%
Friday	100%	125%
Saturday	150%	200%

For works on public holidays, the percentage mentioned by Sunday applies to.

- 4.4 The counterparty will be deemed to have accepted the performance of the additional work and the associated surcharge, unless the counterparty has informed us that it refuses the additional work immediately after having been informed of it. Additional work can never lead to dissolution of the agreement. Additional work may have consequences for the projected time of completion of the work.
- 4.5 Any delays in the performance of the agreement caused by circumstances not attributable to us and/or which we could not reasonably anticipate will be borne by the client.

5 Agreement

- 5.1 The agreement will be concluded at the time the offer is accepted.
- 5.2 We can verify information to determine whether the counterparty will be able to meet its payment

obligations, as well as any facts and aspects that are relevant to the responsible conclusion of the agreement (within the statutory frameworks). If we have valid reasons not to conclude the agreement based on this investigation, we have the right to refuse a contract or make the performance subject to conditions.

6 Performance of the agreement

- 6.1 Agreements can only be performed with quality certification if all procedures in the relevant quality manual are observed. Both parties are bound by this. As a rule, we will perform the contracts ourselves, except in case of force majeure.
- 6.2 We will make every effort to carry out the contract with care in accordance with the agreements and procedures set out in writing with the counterparty. All our services will be provided based on a best-effort obligation, unless and insofar as we have explicitly promised a result in the written agreement and this result has been described sufficiently specific.
- 6.3 We have the right to make use of third parties for the performance of agreements. The conditions also apply to agreements concluded with us in which third parties are involved for the performance.
- 6.4 The applicability of Book 7, articles 404, 407(2), and 409 DCC (Dutch Civil Code) is expressly excluded.
- 6.5 During the performance of our contracts, we will refrain from any activities which may infringe the independence of the assessment and the integrity of the inspection and/or certification activities. In particular, we and the inspectors, will not be directly involved in the design, purchase, ownership, creation, delivery, installation, use, or maintenance of the inspected objects or similar objects that compete with them. The above will be in accordance with our statements on independence; also refer to Article 13.
- 6.6 The client has the right to freely cancel an appointment for a company/site visit no later than ten business days before the scheduled performance of the work. If cancellation takes place later, the client must pay the fee for the performance of the work.
- 6.7 Insofar as necessary, the client makes sure that our employee will be granted access to the premises, buildings, projects, documents, equipment, and staff required for the performance of the work or the investigation of complaints, and that all necessary formalities have been met. In addition, the client will also ensure, for example if our work takes place at a location subject to the (shared) supervision of the client, that the safety provisions set out in law and/or regulations that apply to the work and the working conditions are observed in full.
- 6.8 The client will ensure that the schedule and performance of the work are such that the risks to persons, goods, and the environment are mitigated as much as possible.
- 6.9 The data, information, and documentation provided to us by the client must be complete and correct. We must

be informed of relevant changes¹. The client is liable for all damage in the broadest sense of the word (including damage incurred by us, for example due to, but not limited to, the engagement of an inspector, certification engineer, or lead auditor, which proves to be of no purpose) which arise from or are related to inaccuracies in the provided information.

- 6.10 If information necessary for the performance of the agreement has not been provided to us on time, we have the right to suspend the performance of the agreement and/or charge the additional costs resulting from the delay based on our usual rates.
- 6.11 The client must immediately inform us if the client believes that there is a shortcoming in our work, on pain of forfeiture of its claims.
- 6.12 If the agreement is performed in phases, we may suspend the performance of those parts belonging to a following phase until the counterparty has approved the results of the preceding stage in writing.
- 6.13 The client is required to cooperate with the supervision on our certification activities (such as certification by the legislator/Accreditation Council, monitoring, internal, external, and extrinsic audits).
- 6.14 If the counterparty fails to observe the above provisions of this article, we have the right to suspend the performance of the agreement and charge any costs arising from this delay to the counterparty.
- 6.15 The performance of our contract will be considered to have been completed when we provide the counterparty with the report, as well as when the counterparty has commissioned the object of our work.

7 Force majeure

- 7.1 Force majeure will be any circumstance not attributable to a party or any unforeseeable circumstances due to which the timely performance of the agreement can no longer reasonably be required by the other party, including weather conditions, illness/absence and/or strikes at our company.
- 7.2 Force majeure will also include any situations in which:
- the safety of our employees is at risk and/or a dangerous situation is identified;
 - the location cannot be accessed (in the proper manner);
 - the location is found not to be suitable for the performance of the contract;
 - asbestos is found;
- 7.3 The party which believes that it suffers or will suffer force majeure must immediately inform the other party.
- 7.4 If we believe that the force majeure is permanent, the parties can make an arrangement on the dissolution of the agreement and the associated consequences. If this is the case, the parties are not entitled to compensation for any damage (to be) suffered, unless explicitly agreed otherwise.

8 Payments

- 8.1 Payment must take place within 14 days of the invoice date.

¹ These are, for example (not intended to be exhaustive): changes that can include the following: the legal, commercial, organizational status or ownership, organizational form, change in scope, organization and

management (e.g. key managerial, decision-making or technical staff), modifications to the product or the production method, contact address and production sites, major changes to the quality management system.

If payment does not take place on time or in full, the client will be in default as of the expiry of the payment period and owe a compound interest on the principal from that date (Book 6, article 119(a)(3) DCC) to the amount of the statutory interest, plus 2 percent.

We reserve the right not to issue the certificate if payment does not take place on time or in full.

8.2 If no payment takes place in full, the client is held to bear all reasonable judicial and extrajudicial collection costs with a minimum of EUR 450.00.

8.3 We have the right to use any payments made by the client to first settle all owed interest and costs, and then to settle the oldest invoices, even if the client states that the payment relates to a later invoice.

8.4 Objections against the invoice amount(s) or complaints about the provided services will not suspend the payment obligation.

9 Warranty

9.1 These warranty provisions apply exclusively to any products we have delivered (and not to services).

9.2 We will only grant a warranty on any products we have delivered if this has been specified in our offer. If the manufacturer of the goods grant us a more extensive warranty, this warranty will also apply to the counterparty.

9.3 The warranty will expire if:

- a) the use is not in accordance with the operating instructions;
- b) the assembly/installation is performed by the counterparty itself or third parties;
- c) goods delivered by the client are used;
- d) instructions given by the client were observed;
- e) work is carried out by the client or third parties;
- f) disassembly or resale.

9.4 Any defects caused by external factors like fire, short-circuiting, water damage, lightning strike, vandalism, theft, damage caused by animals, extreme weather conditions, and contact with chemical substances are not covered by the warranty.

10 Duration of the agreement

10.1 The agreement between us and a counterparty will be concluded for an indefinite period, unless the nature of the agreement dictates otherwise, or the parties expressly agree otherwise in writing.

10.2 If the agreement is concluded for an indefinite period, the client has the right to terminate the agreement by means of registered letter with due observance of a notice period of at least 6 months.

10.3 If an agreement for an indefinite period is terminated by the counterparty in accordance with the agreement, the counterparty is required to pay any invoices for the work and/or partial deliveries completed up to that time. The preliminary results of the work performed up to that time will be provided to the counterparty once payment has taken place.

10.4 If we have terminated the agreement for an indefinite period, we will ensure that any work that must still be performed is transferred to third parties in consultation with the counterparty once payment has been made,

unless there are facts and circumstances underlying the termination which are attributable to the counterparty.

10.5 We have the right to suspend the fulfilment of the obligations or to dissolve the agreement, if:

- a) the client has failed to (fully or timely) fulfil the obligations arising from this agreement;
- b) we learn of circumstances after the conclusion of the agreement that give reasonable grounds to fear that the counterparty will be unable to fulfil its obligations, or if there are reasonable grounds to fear that the counterparty will only partially or improperly fulfil its obligations;
- c) the counterparty was requested to provide security for the fulfilment of its obligations when the agreement was concluded, and this security is not provided or is insufficient.

11 Liability

11.1 If we are found to be liable, this liability will be limited to the provisions in this article and insofar as determined by the laws of the Netherlands.

11.2 We are liable for shortcomings in the performance of the contract insofar as these are the result of the failure of the company to observe the principles of diligence, expertise, integrity, and craftsmanship expected in the issue of an assessment under the terms of the contract in question.

11.3 We are not liable for damage caused by the failure to deliver goods and/or services (on time) due to force majeure, or if these are a result of circumstances beyond our risk or direct control.

11.4 The provisions of this article also apply for the purpose of all legal entities or persons we have hired for the performance of the agreement.

11.5 Any claims against us will expire one year after the grounds for the liability have occurred.

11.6 If we are liable for direct damage, this liability will be limited to the fee for the contract to which the liability relates with a maximum of € 50,000.

11.7 Direct damage includes:

- a) The reasonable costs incurred to determine the cause and extent of the damage, insofar as this determination relates to damage within the meaning of these conditions.
- b) The reasonable costs incurred to make our faulty performance comply with the agreement, unless this cannot be attributed to us.
- c) The reasonable costs incurred to prevent or mitigate damage, insofar as the client demonstrates that these costs resulted in mitigation of the direct damage within the meaning of these general terms and conditions.

11.8 We will never be liable for indirect damage, including consequential damage, loss of revenue or profits, lost savings, and damage due to business interruptions, loss of production and/or cybercrime.

11.9 The limitations of liability for direct damage set out in this article will not apply if the damage is due to intent or gross negligence attributable to us or our subordinates.

- 11.10 We have taken out an insurance for the liability set out above.
- 12 Confidentiality**
- 12.1 Both parties are held to observe the confidentiality of information, technical data, documents, and data derived from the other party or another source, and will take all reasonable efforts to ensure that none of these data are disclosed to third parties, unless required by law or supervising bodies.
- 12.2 We will only make use of services provided by employees if these have signed a statement which imposes a duty of confidentiality, and only insofar as this is necessary for the performance of the agreed work. Confidentiality of this type of confidential information is also mandatory. This duty is also included in articles 272 and 273 of the Dutch Wetboek van Strafrecht. If HHC / DRS is legally obliged or authorized by contractual obligations to release confidential information, the person concerned will be informed of the information provided unless prevented by law.
- 12.3 In the event that we are obliged to make (confidential) information public (and / or share it with competent authorities), the client will be notified in advance.
- 13 Independence, impartiality, and integrity**
- 13.1 We are independent in respect of all involved parties in accordance with the description published on our website:
<https://www.hhcdrs.nl/over-ons/verklaring-onafhankelijkheid/>
- 13.2 All interested parties can make use of our services. We do not impose any extraordinary financial or other conditions. The procedures observed for our work are applied in a non-discriminatory manner.
- 13.3 Our services are available to all applicants whose activities fall within the scope of our activities.
- 13.4 Access to our services does not depend on the scope of the client, the membership of a particular group, the number of issued certificates, or inappropriate financial or other conditions.
- 14 Intellectual property rights**
- 14.1 The intellectual and industrial property rights concerning reports, certificates, and other documents related to rights arising from the agreement are vested exclusively with us. The client may only transfer these rights to third parties once it has met all obligations in respect of us, and we have given prior written permission for this.
- 14.2 The client is entitled to use logos and figurative marks in accordance with the conditions as described in our procedure “figurative marks” - downloadable via <https://www.hhcdrs.nl/over-ons/downloads/>
- 14.3 Any misleading presentation of product certification and labels will be considered a default for which corrective measures must be taken. A possible consequence of misleading use of licenses, certificates, labels or any other method to show that a product has been certified can lead to the revocation of the certificate and, if necessary, legal action.
- 14.4 The client will not transfer any rights that arise from the agreement to third parties without our permission.
- 15 Dutch General Administrative Law Act, objections and appeals, and complaints register**
- 15.1 Decisions (e.g. concerning the issuing, revocation, or rejection of approval certificates) of the institution as a designated body are governed by the provisions of the Dutch General Administrative Law Act on objection and appeal.
- 15.2 Our complaints handling procedure can be found on our website:
<https://www.hhcdrs.nl/over-ons/downloads/>
- 15.3 The applicable objection and appeal procedure can be found on our website:
<https://www.hhcdrs.nl/over-ons/downloads/>
- 15.4 The client is required to keep a complaints register concerning products and/or the management system that have been certified by us. The client is also required to share this information with us upon our request.
- 15.5 The Client is obliged to document which action (s) he has taken in relation to a received complaint.
- 16 Maintaining certificates**
- 16.1 The certification schedule can be revised by the administrator of the standard. We will inform the client if new or changed standards are introduced. The client is required to implement suitable changes in order to maintain the validity of the certificate. This also applies to continuing to meet the product requirements for the current production.
- 16.2 In case of suspension of revocation of the certificate and/or dissolution or termination of the agreement, the issued certificate will be declared void with immediate effect, and the client must cease its use of and any communication referring to the certificate. The client will return the original certificates to us. The client will no longer have the right to use our (system) certification label after the termination.
- Additional conditions concerning any work accredited based on EN-ISO/IEC 17020**
- A1.0 Possible additional conditions are published on our website for each type of material.
- Additional conditions concerning any work accredited based on EN-ISO/IEC 17021-1 VA inspection management system certification**
- B1.0 We check whether the labels are used in accordance with the conditions during audits, reports and/or certificates and possibly at other times.
- B2.0 If only a part of a product has a label, users may not be misled about the certification of the entire product.
- B3.0 We will issue a certificate to the client after a successful completion of the initial assessment (or a re-audit). The invoice must have been paid before the certificate will be issued. The certificate will be valid for a period of three years. The validity of the certificate is subject to our periodic surveillance audits with a positive result.

- B4.0** If we receive written complaints from third parties about a system certified by us, we are required to investigate the cause of the complaint. The client is required to fully cooperate insofar as we consider necessary. We will register the complaints and report them to the Technical Committee of VA Keur (*Technische Commissie van VA-keur*), and, in case of SCC, the Central Board of Experts VCA (*Centraal College van Deskundigen VCA*). If our investigation leads us to conclude that the complaint is founded, the client is required to implement the necessary corrective measures. If the client does not resolve the complaint, the certificate will be suspended and ultimately revoked.
- B5.0** The agreement has been drawn up based on the information provided by the client. If it becomes clear before or during the performance of the contract that the circumstances at the client differ from what was reasonably specified by the provided information to such extent that the determined number of days of work are no longer in line with these circumstances based on applicable guidelines, we will revise the number of days of work.
- B6.0** Complaints and suggestions may be submitted to info@hhcdrs.nl
- B7.0** Additional costs with a minimum of 1 hour for each audit at the current rates of a Lead Auditor will be charged to follow up on and handle any non-conformities found during audits.

Additional conditions concerning any work accredited based on EN-ISO/IEC 17065

- C1.0** We check whether the labels are used in accordance with the conditions during audits, reports and/or certificates and possibly at other times.
- C2.0** If only a part of a product has a quality mark, users may not be misled about the certification of the entire product.
- C3.0** The manufacturer provides with all suitable technical documentation, this includes at least the documents in the attachment VII of the Machine Directive 2006/42EG and/or the attachment IV of Interoperability Directive 2016/797 and a sample of the machine.
- C4.0** With the acceptance of this offer the customer will accept all certification conditions as described in the Machine Directive 2006/42EG Annex IX and/or the interoperability Directive Annex IV.
- C5.0** The Client provides a technical file that complies with the content in accordance with section 2.4 of Annex IV to the EU 2016/797 Directive.
- C6.0** The quotation is based on one assessment per document. In case of update/upgrade or renewal documents this will lead to extra charges.
- C7.0** Depending on your choice, the documentation prepared by HHC/DRS will be provided in the Dutch, English or German language.
- C8.0** The manufacturer declare to accept our general terms and conditions and there will be no comparable submit applications at other organizations.

- C9.0** The Client always meets the certification requirements, including the implementation of appropriate changes when these are communicated by the certification body.
- C10.0** The Client declares that if the certification applies to current production, the certified product continues to meet the product requirements.

Additional conditions for inspecting and certifying IBCs

- D1 Purpose/Principles**
- D1.1** Creating a safe workplace for the inspector and other present persons. According to Article 6.7 and 6.8, a safe workplace is a location, with corresponding circumstances, where the persons involved in the inspection do not face any unnecessary risks.
- D1.2** Being able to safely inspect the IBC.
- D1.3** Imposing uniform conditions on the client and contractor to be able to create a safe and healthy work situation for the inspection of IBCs.
- D2 Conditions for the client concerning the availability of the IBC**
- D2.1** The availability of all formalities and documents required for the inspection of the IBC, consisting of the log and the tank certificate.
- D2.2** The IBC made available for a 2.5-year and 5-year inspection and/or inspection after repair must be empty.
- D2.3** The IBC made available for a 15-year KIWA inspection must be empty and cleaned in accordance with KIWA BRL-K905:
<https://www.kiwa.nl/upload/BRL/K905-03.pdf>
Remark: we recommend having a new valve for the manhole cover in place at the time of the 15-year KIWA inspection.
- D2.4** The IBC must be located in a safe and controlled work environment.
- D2.5** For the 15-year test for leaks, a single-walled tank must be removed from the sump tray before the test starts.
- D3 Conditions for the contractor/inspector concerning the inspection of the IBC**
- D3.1** The inspector is responsible for performing the inspection in a safe manner and must accept the tank, the surroundings, and the conditions under which the inspection can be carried out prior to the inspection.
- D3.2** We will arrange a suitable liability insurance which covers the performance and nature of the inspection, investigation, and sampling of the IBC.
- D3.3** The inspector will determine whether the IBC is empty before starting an inspection.
- D3.4** If the IBC was not filled with UN1202 Diesel, it must have been demonstrably cleaned in advance. (Demonstrable by means of a copy of the cleaning form by the waste processor/collection site). The extent to which the cleaning can be accepted will be determined by the inspector at the location. Make sure to allow for any additional safety measures in relation to flammable gases.

D4 Which actions will take place, and based on which method will the inspection be carried out?

The ADR inspection activities will be governed by the principles set out in ADR/RID Chapter 6.5.4.4.1. / 6.5.4.4.2. / 6.5.4.5 / 6.5.6.7.3. / 6.5.6.7.4. and the Procedure and Method HHC/DRS07

The KIWA inspection activities will be governed by the principles set out in Procedure and Method HHC/DRS12. This includes the following general elements:

- D4.1 for the 2.5-year inspection: checking the external operating equipment, seal check, and TYPE conformity
- D4.2 for the 5-year inspection: all activities of the 2.5-year inspection, supplemented by an internal visual assessment.
- D4.3 concerns a report after repairs (repaired IBC): assessment of the repair, and registering the repair.
- D4.4 for the 15-year inspection: all activities of the 2.5-year inspection, supplemented by an internal visual check using a camera system.

D5 Final remarks

D5.1 The acceptance of the conditions set out above for the performance of a safe inspection is the responsibility of the inspector in question. The inspection will be performed or refused at his exclusive discretion and acceptance. If this is the case, the client and HHC/DRS planning department will be informed. The contract can be reassessed once the conditions have been met in consultation with the client.

D5.2 An objection may be lodged against this decision and the inspection outcome in accordance with the objection procedure set out on our website: www.hhcdrs.nl/downloads