

Article 1. Definitions

1. In these general terms and conditions the following shall mean:

- QualityMasters Foundation (hereafter; QualityMasters): The institution accepting the assignment;
- Client: The natural person or entity commissioning the assignment.

Article 2. General

1. These terms and conditions apply to all the services and products of QualityMasters in Papendrecht.
2. The terms and conditions of clients only apply if this has been explicitly agreed upon in writing.
3. These terms and conditions were filed at the Dutch Chamber of Commerce on 18 February 2014 under reference number 41265265.

Article 3. Offer and agreement

1. The offer of QualityMasters is without obligation and is only valid for thirty days after the date of issuance.
2. The prices stated in the offer are exclusive of VAT and other legal levies, as well as any costs to be made within the framework of the agreement, including travel, accommodation, postage and administration costs, unless stated otherwise.
3. If the assignment deviates from the offer made by QualityMasters, they will not be held to it.
4. A price quotation comprising several sections does not obligate QualityMasters to carry out a section of the assignment against a corresponding portion of the agreed upon price.
5. The agreement is only binding when it is confirmed in writing and signed on behalf of QualityMasters by a person authorised to do so.

Article 4. Execution deadlines, execution, change of agreement, price increase

1. If a deadline has been agreed upon for the execution of the work, it is not considered a firm deadline. When the deadline is exceeded the Client should always declare QualityMasters in default in writing. In this event, QualityMasters should be offered a reasonable additional period of time to execute the agreement. This period should be, at least, seven days. If the mutually agreed upon execution deadline is again exceeded by QualityMasters, the Client is authorised to terminate the agreement by issuing a written statement without, in that case, being held to any loss or damage compensation.
2. QualityMasters can extend an agreed upon execution deadline in the event of circumstances that could not be foreseen by QualityMasters at the time the agreement was concluded.
3. QualityMasters will execute the agreement to the best of its understanding and ability and in accordance with the requirements. All this in compliance with the standards and guidelines applicable at that time.
4. QualityMasters has the right to have work executed by third parties. The applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is excluded.
5. The Client will provide the required facilities free of charge.
6. QualityMasters has the right to execute the agreement in stages and to separately invoice that section already executed.
7. If an appointment is cancelled within four weeks before commencement of the work, QualityMasters has the right to charge the Client accordingly with a maximum of the costs stated in the signed agreement.
8. The Client must ensure that all information that QualityMasters deems necessary, or of which the Client must understand in all reasonableness that they are necessary for the execution of the agreement, is provided to QualityMasters in a timely manner. The Client is held to make any changes that could influence the certification known to QualityMasters, timely and in writing, whereby QualityMasters reserves the right to adapt the agreement in accordance with the changes.
9. If the information needed for the execution of the agreement is not provided to QualityMasters in a timely manner, QualityMasters is authorised to postpone the execution of the agreement and/or pass on the additional costs resulting from this delay to the Client at the agreed upon audit fee or, in the absence thereof, according to the price list that is applicable at that time.
10. An agreed upon execution deadline will be suspended as of the day on which QualityMasters has requested missing data from the Client, up to the day on which the Client has made the data in question available to QualityMasters.

11. If a request by the Client or an instruction of any competent authority leads to a change in the agreement in a qualitative and/or quantitative way, the originally agreed upon amount will be either increased or decreased accordingly. QualityMasters will attempt to provide the Client with price quotations as far in advance as possible. Such a change of the agreement could also affect the execution deadline. The Client accepts the possibility of a change of the agreement, including the change in price and execution deadline.
12. If QualityMasters and the Client agree upon a fixed fee or fixed price, QualityMasters has the right to increase this fee or this price if the price increase stems from laws or regulations, or is caused by an increase in wages or on the basis of other grounds that were not reasonably foreseeable at the conclusion of this agreement.
13. QualityMasters has the right to annually index agreed upon prices for audits and maintenance costs in respect of the certificate.

Article 5. Suspension, dissolution, termination and premature cancellation

1. Without prejudice to the relevant legal powers, QualityMasters is authorised to suspend the honouring of its obligations or to dissolve the agreement, if the Client was asked, upon the conclusion of the agreement, to provide security for the fulfilment of his or her obligations within the agreement, and this security remains forthcoming or is insufficient upon the reasonable judgement of QualityMasters.
2. QualityMasters has the right, without any judicial intervention, to dissolve the agreement with the Client by means of an extrajudicial written statement should the Client be declared bankrupt, applies for a provisional moratorium, or when a request of the Client (if it concerns a natural person) to declare the applicability of the legal debt restructuring is granted, or loses the power of decision regarding his equity or parts of it be it by attachment, being made a ward of court or otherwise, or if the Client is apparently no longer able to meet his financial obligations, or if maintaining the agreement can otherwise no longer be reasonably expected of QualityMasters.
3. An agreement for certification and the continuation of it is, in principle, valid for an undetermined period of time. A certificate is granted for the duration of three years and the agreement for certification will, therefore, be extended each time by a three-year term provided the certificate is continued. If the Client does not wish to continue the agreement for certification, this must be made known in writing and, at the latest, three months prior to the renewal date of the certificate. An agreement concluded for a specific period of time cannot be cancelled prematurely.
4. If QualityMasters decides to dissolve the agreement by cancelling prematurely, the Client will be liable for any loss or damage suffered by QualityMasters due to the agreement being dissolved instead of honoured. Any loss of income will be passed on to the Client up to a maximum of the total remaining contract period or the remaining validity of the certificate. Cancelling the agreement can only be done in writing, on the understanding that the cancellation has been noted on the organisation's letterhead and signed by a person authorised to do so.
5. If the agreement ends, QualityMasters will ensure, if desired in consultation with the Client, the transfer of any work that still needs to be done to a third party assigned by the Client. If the transfer of work results in additional costs, QualityMasters is authorised to pass these on to the Client. The Client is held to settle these costs within the stated term, unless QualityMasters indicates otherwise. QualityMasters has the right to suspend the transfer of the work that still needs to be done and, within this context to retain the documentation to be transferred, until the Client has integrally honoured his obligations towards QualityMasters.

Article 6. Force majeure

1. In these general terms and conditions force majeure means, in addition to the meaning assigned to it in the law and jurisprudence, all external causes, foreseen or unforeseen, over which QualityMasters cannot exercise any influence and resulting in QualityMasters not being able, fully or partially, to meet its obligations. This includes but is not limited to: Fire, water damage, illness, death (within the direct family), government measures, defects in respect of company resources or software, disruptions in the energy provision, both at the company of QualityMasters and at third parties QualityMasters is dependent upon in the execution of the agreement, and all other causes through no fault of QualityMasters.

2. In the event of force majeure, QualityMasters will not be held liable for any loss or damage suffered by the Client, however named. QualityMasters is not held to honour any obligation towards the Client if hindered by a situation of force majeure.
3. QualityMasters also has the right to refer to force majeure if the circumstance that prevents the (further) honouring of the agreement occurs after QualityMasters should have honoured its commitment.
4. During the period that force majeure applies, QualityMasters can suspend the obligations part of the agreement. If this period lasts longer than three weeks, either party has the right to dissolve the agreement without being held liable for any loss or damage suffered by the other party.
5. If, at the time of the occurrence of force majeure, QualityMasters has partially fulfilled its obligations in respect of the agreement, or will only be able to partially fulfil its obligations, and if the fulfilled or to be fulfilled part is of independent value, QualityMasters has the right to separately invoice the fulfilled or to be fulfilled part, or to retain any relevant payments already received. The Client is held to pay this invoice as if it were a separate agreement.

Article 7. Payment and collection charges

1. Payment must always take place within fourteen days after the invoice date unless otherwise agreed upon in writing. QualityMasters has the right to invoice periodically. Unless otherwise agreed upon, all prices are in euros and the Client must make all payments in euros.
2. If the Client does not pay the amounts due or does not pay them in a timely manner, the Client will be liable for any statutory interest on the outstanding amount without the need to send the Client a reminder or notice of default.
3. The Client is not permitted to set-off a payment. Objections against the amount invoiced do not suspend the payment obligation.
4. In the event that the Client is in default in honouring his obligations, all reasonable costs made to receive extrajudicial satisfaction are for the Client. Upon sending the first reminder, a payment term of fourteen days applies. Upon sending the second reminder, a payment term of seven days applies and the costs of a second reminder are €14.75. With a notice of default a payment term of five days applies plus €29.50 in additional costs. The Client owes statutory interest over the owed (collection) costs. If, following a reminder or notice of default, the Client continues to fail to make full payment of the claim, QualityMasters can engage the services of a debt collection agency in which case the Client, in addition to the total amount owed, is also held to reimburse all judicial and extrajudicial costs, including all costs charged by external experts.

Article 8. Retention of Title

1. The certificate that QualityMasters will provide to the Client remains the property of QualityMasters.
2. Once the validity term of the certificate has lapsed, the Client is obligated to return the certificate to QualityMasters at his expense. A similar obligation exists if the right to carry the certificate has lapsed, or when the agreement that is at the foundation of the certificate comes to an end.
3. The Client is held to take proper care of the certificate.
4. The certificate is not transferable.
5. The right to carry the certificate and the circumstances under which this right lapses are subject to the conditions as intended in the certification regulations.

Article 9. Period of limitation

1. Each claim of the Client on account of an alleged lack in the performance of QualityMasters and of third parties engaged by QualityMasters in the execution of an agreement, expires twelve months after the performance has been delivered.

Article 10. Liability

1. The liability of QualityMasters is limited to what is laid down in this stipulation.
2. QualityMasters is not liable for any loss or damage resulting from incorrect or incomplete information being provided by the Client or on behalf of the Client.
3. The liability of QualityMasters is limited to any loss or damage that is considered an immediate and clear result of QualityMasters not honouring or inadequately honouring the agreement towards the

Client. The loss or damage referred to is exclusively understood as; reasonable costs to determine the cause and scope of the loss or damage, for so far as the determination relates to loss or damage in the sense of these general terms and conditions, the possible reasonable costs incurred to hold QualityMasters accountable for its inadequate performance in respect of the agreement, for so far as this can be attributed to QualityMasters, and reasonable costs incurred to prevent or limit the loss or damage, for so far as the Client can demonstrate that these costs have led to the limitation of direct loss or damage as intended in these general terms and conditions. QualityMasters can never be held liable for indirect loss or damage, including consequential damage, lost profits, lost savings and loss or damage due to business interruption.

4. The obligation of QualityMasters to cover any loss or damage will never exceed the amount paid by the insurer of QualityMasters, where appropriate. If the insurer of Quality Masters in any case declines to pay, or does not compensate the loss or damage incurred by the Client fully, despite QualityMasters being liable, the liability of QualityMasters is limited to the amount that QualityMasters has charged to the Client during a period of twelve months prior to the loss or damage causing event.

5. The liability limitations included in this stipulation do not apply if the loss or damage was caused by an intentional act or gross negligence on the part of QualityMasters or its supervising subordinates.

6. If the Client is in default in honouring the agreement with QualityMasters, the Client will be held liable for any loss or damage that QualityMasters may incur because of it, be it directly or indirectly.

Article 11. Indemnity

1. The Client indemnifies QualityMasters against any claims of third parties relating to the execution of the agreement. If QualityMasters is, on that account, held liable by third parties, the Client is held to both extra-judicially and judicially assist QualityMasters and immediately do all what in those circumstances is expected of him.

2. If the client remains in default as regards the taking of adequate measures, QualityMasters has the right to proceed thereto itself without notice of default. All costs and loss or damage incurred by QualityMasters and third parties because of this, are for the account and risk of the Client.

Article 12. Intellectual property

1. QualityMasters reserves all due rights and powers under Copyright and other laws and regulations regarding the protection of intellectual property.

Article 13. Applicable law and disputes

1. Only Dutch law applies to all legal relationships that QualityMasters is part of, also if a commitment is fully or partially executed outside the Netherlands, or if the party involved in the legal relationship has its domicile and/or its registered office or business address respectively, outside the Netherlands.

2. All disputes forthcoming from the agreement(s) concluded between parties, including the collection of sums of money owed, must be presented to the competent court in the domicile of QualityMasters, unless mandatory rules of law provide otherwise. Even so, QualityMasters has the right to present the dispute to the competent court according to the law.