



GENERAL TERMS AND CONDITIONS FOR SECURO BEVEILIGING B.V.

Article 1 Definitions

1. In these Terms and Conditions, the following terms have the following meanings, unless explicitly stated otherwise.

User: SECURO BEVEILIGING B.V.

Client: the counterparty of the User.

Agreement: the service agreement.

Article 2 General

1. These conditions apply to every offer and agreement between the User and a client to which the User has declared these conditions applicable, to the extent the parties do not expressly deviate from them in writing.
2. These general terms and conditions also apply to all agreements with the User in which third parties are involved for the implementation.
3. Any exceptions to these general terms and conditions are only valid if expressly agreed in writing.
4. The applicability of any purchase or other conditions of the Client is explicitly rejected.
5. If one or more provisions of these general terms and conditions become invalid or void, the remaining provisions of these general terms and conditions shall remain fully applicable. The User and the Client shall enter into negotiations to agree on new provisions to replace the invalid or void provisions, in which the intent of the original provisions shall be observed to the greatest possible extent.

Article 3 Offers and quotations

1. All offers are non-binding, unless they contain a period for acceptance.
2. The quotations issued by the User are non-binding; they are valid for 30 days, unless otherwise indicated. The User shall only be bound by the quotations if the acceptance by the counterparty is confirmed in writing within thirty (30) days, unless otherwise indicated.
3. The prices in these quotations and offers exclude VAT and other government levies and any other expenses incurred under the agreement, including shipping and administration expenses, unless otherwise indicated.
4. The User is not bound to the quotation if acceptance deviates from the offer made therein. The agreement shall then be concluded in accordance with said deviating acceptance, unless the User indicates otherwise.
5. A compound sales quotation does not obligate the User to execute a part of the contract at a corresponding part of the quoted price.
6. Offers or quotations do not automatically apply to future contracts.



Article 4 Implementation of the agreement

1. The User shall implement the agreement to the best of its ability and in accordance with the requirements of good workmanship. Everything on the basis of the current state of scientific knowledge.
2. If and insofar the proper implementation of the agreement requires, the User has the right to have certain work done by third parties.
3. The Client shall ensure that all data indicated by the User as necessary for the implementation of the agreement, or of which the Client should reasonably understand the necessity, shall be timely made available to the User. If information necessary for the implementation of the agreement has not been timely provided to the User, the User has the right to suspend the execution of the implementation and/or to charge the additional costs resulting from the delay at the usual rates.
4. The User is not liable for damages of any nature whatsoever caused by the use of false and/or incomplete data provided by the Client.
5. If the User or third parties engaged for the implementation of the contract perform work at the location of the Client, or on a location designated by the Client, the Client shall freely provide the facilities reasonably desired by these employees.
6. The Client indemnifies the User of any claims by third parties which have suffered damages related to the implementation of the agreement attributable to the Client.

Article 5 Changes to the agreement

1. If work must be amended or supplemented to ensure proper implementation, the parties shall promptly and mutually decide to amend the agreement.
2. If the parties agree that the agreement shall be amended or supplemented, the date of completion of the implementation can be affected. The User shall inform the Client of this as soon as possible.
3. The User shall inform the Client if the amendment of or supplement to the agreement has financial and/or qualitative consequences.
4. If a fixed fee has been agreed on, the User shall indicate whether and to what extent the amendment or supplement to the agreement leads to an adjustment of this fee.
5. In deviation from Article 3, the User shall not be entitled to charge additional fees if the amendment or supplement is the result of circumstances attributable to the User.



Article 6 Duration of the agreement; Implementation period

1. The agreement between the User and the Client shall be for an indefinite period, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.
2. If a term for the completion of certain work has been established in the agreement, this shall never constitute a deadline. When a deadline is exceeded, the Client needs to issue a written notice of default to the User.

Article 7 Fee

1. The parties can agree on a fixed fee when concluding the agreement.
2. If no fixed fee has been agreed on, the fee will be determined on the basis of hours actually worked. The fee is calculated according to the usual hourly rates of the User applicable to the period in which the work is performed, unless a different hourly rate has been agreed on.
3. The fee and any cost estimates exclude VAT.
4. For contracts with a term of more than three months, the fees due shall be charged periodically.
5. If the User agrees on a fixed fee or hourly rate with the Client, the User shall still be entitled to increase this fee or rate.
6. In addition, the User shall be entitled to pass on price increases if the rates in respect of, for example, wages are increased between the time of the offer and the delivery.
7. Moreover, the User may increase the fee when during the implementation of the work it becomes clear that the originally agreed or expected amount of work has not been sufficiently assessed when concluding the agreement, and this is not attributable to the User, and it cannot reasonably be expected of the User to perform the agreed work for the originally agreed fee. The User shall in that case notify the Client of the intention to increase the fee or rate. The User shall communicate the scope and the date of the increase.



Article 8 Payment

1. Payment must be made within fourteen (14) days after the invoice date, in a manner indicated by the User and in the currency of the invoice. Any objections to the amount of the invoices do not suspend the payment obligation. The right to set-off is excluded.
2. The User has the right to charge a deposit and/or desire a security of the Client at any time. The Client undertakes to provide a security for compliance with its obligations at the first request of the User.
3. The Client shall be in default if it fails to timely pay an invoice within the period of 14 days. The Client shall then owe an interest of 1% per month, unless the statutory interest is higher, in which case it shall owe the statutory interest. The interest on the amount due shall be charged from the day the Client is in default until the moment of payment of the full amount owed.
4. In case of liquidation, bankruptcy, attachment or suspension of payment of the Client, the claims of the User on the Client shall be immediately due and payable.
5. The User shall be entitled to first deduct payments made by the Client from the costs, then from the interest due, and finally to reduce the principal and accrued interest, regardless of any other order for settlement indicated by the Client. The User may refuse full payment of the principal if the accrued interest and collection costs are not also paid.

Article 9 Collection costs

1. If the Client is in default or if it fails to fulfil any of his obligations, all reasonable costs for obtaining payment shall be borne by the Client. If the Client remains in default with respect to the timely payment of any amount, it shall forfeit a fine of 15% on the outstanding amount. This applies with a minimum of € 50.00.
2. The Client shall also pay any, reasonably necessary, higher costs incurred by the User.
3. The reasonable judicial and execution costs shall also be borne by the Client.
4. The Client shall also owe interest on the collection costs.

Article 10 Inspection & complaints

1. Complaints about the work done by the Client must be reported to the User within 8 days after discovery, but no later than 14 days after completion of the work concerned. The notice of default must give a detailed description of the breach in order to give User the opportunity to respond adequately.
2. If a complaint is founded, the User shall endeavour to perform the work as agreed, unless this has become demonstrably pointless for the Client. This must be communicated to the User in writing.
3. If the performance of the agreed work is no longer possible or is no longer meaningful, the User shall only be liable within the limits of Article 15.



Article 11 Termination

1. Both parties may terminate the agreement at any time.
2. If the agreement is terminated by the Client, the User shall be entitled to compensation for the resulting loss of occupation. In case of cancellation up to five working days before the agreed date of delivery of the ordered services, no fees shall be charged to the Client.
3. In case of cancellation up to 24 hours before the agreed date of the start of the contract, 50% of the (estimated) number of hours shall be charged to the Client. If the deadline of 24 hours is exceeded, 100% of the total (estimated) amount of the contract shall be charged to the Client.
4. Interim termination of a training course must be done by registered letter to the User. If the training course is terminated before the start date and no course materials have yet been received, only € 150.00 in administration costs shall be charged. If termination occurs after the course materials have been received, the whole amount of the training course shall be charged, which shall also be the case for interim termination.
5. If the User considers the number of participants insufficient, the User reserves the right to cancel courses before the start of the course.

Article 12 Suspension and dissolution

1. The User shall be entitled to suspend the fulfilment of its obligations, or to immediately dissolve the agreement, if:
 - 1.1. The Client fails to fully meet its obligations under the agreement.
 - 1.2. After the conclusion of the agreement, the User learns of circumstances giving reason to fear that the User shall not fulfil its obligations.
 - 1.3. If there is good reason to fear that the Client shall only partially or improperly fulfil its obligations, suspension shall only be allowed to the extent justified by the shortcoming.
 - 1.4. At the conclusion of the agreement, the Client has been requested to provide security for the fulfilment of its obligations, and this security has not been given or is insufficient.
2. The User shall also be entitled to terminate the agreement if circumstances arise that make the implementation of the agreement impossible or if implementation can no longer be expected in all reasonableness and fairness, or if other circumstances mean that unaltered continuation of the agreement can no longer reasonably be expected.
3. If the agreement is dissolved, the claims of the User on the Client shall become immediately payable. If the User suspends the fulfilment of its obligations, it will retain its rights under the law and the agreement.
4. The User shall always retain the right to claim damages.



Article 13 Return of provided items

1. If the User has provided the Client with items in the implementation of the agreement, the Client is required to completely return the provided items within 14 days in their original state and free of defects. The Client shall bear all costs resulting from failing to meet this obligation.
2. If, for whatever reason, after being warned, the Client still remains in default with regards to the obligation referred to in 1, the User shall be entitled to charge the resulting damages and costs, including any replacement costs.

Article 14 Liability

1. If the User is found to be liable, this liability shall be limited by the arrangements in this provision.
2. If the User is liable for any direct damages, this liability shall be limited to twice the invoice amount, at least to that part of the contract to which the liability relates. The liability shall at all times be limited to the corresponding amount of financial compensation paid by the insurer of the User.
3. Notwithstanding the provision of paragraph 2 of this Article, the liability for a contract with a duration longer than six months is further limited to the fee owed over the last six months.
4. Direct damages shall only mean:
 - 4.1. reasonable costs incurred to establish the cause and extent of the damage, insofar as this determination relates to damages within the meaning of these conditions;
 - 4.2. reasonable costs incurred to ensure that the faulty performance of the User complies with the agreement, unless this cannot be attributed to the User;
 - 4.3. reasonable costs incurred to prevent or mitigate damage, insofar the Client demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these general terms and conditions.
5. The User shall never be liable for indirect damage, including consequential damage, loss of revenue or profits, lost savings and damages due to business interruptions.
6. The limitations of liability set out in this article shall not apply if the damage is due to intent or gross negligence of the User or its subordinates.

Article 15 Indemnities

1. The Client indemnifies the User from any claims by third parties relating to intellectual property rights on materials or data provided by the Client and used in the implementation of the agreement.
2. Data carriers, electronic files or software and the like provided by the Client to the User are guaranteed to be free of viruses and defects.



Article 16 Transfer of risks

1. The risk of loss or damage to the items that are the subject of this agreement transfers to the Client at the time these are legally and/or actually delivered to the Client and are thus transferred to the power of the Client or a third party appointed by the Client.

Article 17 Force majeure

1. The parties shall not be obliged to meet any obligation if they are hindered by a circumstance not caused by negligence, and these circumstances cannot be attributed to them under law, a legal action, or generally accepted norms.
2. Force majeure in these general terms and conditions shall mean, in addition to the corresponding meanings of the law and jurisprudence, as all external causes, foreseen or unforeseen, which cannot be influenced by the User, and due to which the User shall be unable to fulfil its obligations. This includes any strikes in the company of the User.
3. The User also has the right to invoke force majeure if the circumstances that prevent (further) fulfilment of the agreement occur after the User should have fulfilled its obligation.
4. The parties may suspend the obligations under the agreement during the period of the force majeure. If this period lasts longer than two months, each party shall be entitled to terminate the agreement without any obligation to pay damages to the other party.
5. If the User has partially met or shall meet its obligations under the Agreement at the time of the occurrence of force majeure, and the performed or to be performed part has an independent value, the User shall be entitled to separately invoice the already performed or to be performed part. The Client must pay this invoice as if it were a separate agreement.

Article 18 Confidentiality

1. Both parties undertake to keep all confidential information obtained in the context of the Agreement from each other or other sources confidential. Information is confidential if this has been indicated by the other party, or if this follows from the nature of the information.
2. If, pursuant to a statutory provision or a court order, the User is required to disclose confidential information to a third party designated by law or the designated competent court, and the User cannot invoke a duty of confidentiality, the User shall not be liable for damages or compensation to the Client, and the Client shall not be entitled to terminate the agreement based on any resulting damages.



Article 19 Intellectual property and copyrights

1. Without prejudice to the provisions in these general terms and conditions, the User retains its rights and privileges under the Copyright Act.
2. All documents provided by the User, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are only intended to be used by the Client and shall not, without prior written permission of the User, be reproduced, made public or disclosed to third parties, unless the nature of the documents requires otherwise.
3. The User reserves the right to use information gained during the implementation of the work for other purposes, provided that no confidential information is disclosed to third parties.

Article 20 Non-acquisition of staff

1. The Client shall, during the term of the agreement and for a period of one year following the termination thereof, in no way, except after professional consultation with the User, employ staff of the User or companies engaged by the User in the implementation of this agreement, or otherwise, directly or indirectly, engage them for work.

Article 21 Disputes and applicable law

1. All disputes relating to agreements between the Client and the User shall be heard by the competent court in the District of The Hague.
2. Any agreement between the User and the Client shall be governed by Dutch law.

Article 22 Amendment, interpretation and location of the conditions

1. The Dutch text shall prevail in case of interpretation of the content and scope of these general terms and conditions.
2. The last filed version or the version applicable when the agreement was concluded shall always be applicable.