



● Analytical Services B.V.

### **Article 1 Definitions In these general conditions**

The following definitions shall apply: laboratory: Ssp Analytical Services B.V. based in Heinenoord; client: the natural or legal person who request a command at the laboratory; command: an instruction to research, whether or not combined with, transport and/or consulting, or only an order for consultancy in the field of the quality of solid fuels; Research: determination and description of the capacity and/or amount of constituent components of a certain solid fuel.

### **Article 2-General**

These conditions are with conclusive of all other terms and conditions applicable to all relations between the laboratory and the client, arising from a contract accepted by the laboratory, subject to the case between the parties otherwise agreed in writing.

### **Article 3-Command**

- 1) Performing work under these terms and conditions shall take place only under a contract, based on a written, by the laboratory expressly accepted command of the client.
- 2) The command contains at least a description of the work which the principal of the laboratory expected, specific requirements and/or standards and the procedures for reporting on the results. If possible, the command states the period within which the work is completed.
- 3) The laboratory guarantees that a time limit in the contract is met as much as possible. If exceeding the deadline is looming, the laboratory will contact the client as soon as possible and, if necessary, decide on a new deadline.
- 4) An agreement may contain a single command or commands during a period of time or for an indefinite period of time; the client in that case will be entitled to demand within this Agreement provide partial assignments at the laboratory.
- 5) Changes, additions and/or extensions of the contract are binding only if this has been agreed in writing between the parties.

### **Article 4-Rates and payment**

- 1) In order to request a command the client commits to the payment according to the rates arrangement of the laboratory, unless otherwise expressly is agreed.
- 2) All payments due at the end of a command through a note will be charged, subject to the provisions set out below in paragraphs 3 and 4.
- 3) The Laboratory reserves the right to send periodic commands in long-term notes.
- 4) The laboratory may require advance payment of a command, if at the time of acceptance of the command is expressly stipulated.
- 5) The client is obliged to pay the Bills in euros within thirty days after the invoice date. If the client exceeds this payment term, he is with effect from the first day after expiration of the term of payment both the statutory interest rate as the possible cost of judicial and/or extrajudicial inning due.



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#### **Article 5 - Withdrawal, interruption or delay**

The client is liable for all costs and damages for the laboratory resulting from the withdrawal or interruption of an assignment or from delays in the execution of an assignment, if and in so far as the cause of the withdrawal, interruption or delay is not due to the laboratory can be blamed.

#### **Article 6-suspension and dissolution**

Without prejudice to the provisions of the other articles is the client, if he does not, not properly or not timely comply with any obligation, which for him from the command should arise, as well as in the case of (requesting) are bankruptcy, suspension of payment, liquidation, or if he is under management, reign or guardianship, shall be deemed to be in default by operation of law and the laboratory has the right, without any notice and without judicial intervention, the performance of the contract to cancel in whole or in part, at the discretion of the laboratory to compensation for the damage resulting from the breach of contract and/or from the suspension and/or of the dissolution. In these cases, any claim that the laboratory shall be paid by the client has, immediately due and payable.

#### **Article 7-Confidentiality**

- 1) Subject to a contrary written agreement, the laboratory is required to maintain the confidentiality of information provided to the principal results of the research, which it has done for the client. This obligation of secrecy ends two years after date of publication of the results of the investigation or if this is considered necessary by the laboratory and the client is informed in advance about the intention of the laboratory to terminate its obligation of professional secrecy.
- 2) If as a result of the client of the study results to third parties misunderstandings have arisen, this does not relieve the laboratory of the obligation of confidentiality to the extent that it is reasonably necessary has to if necessary opposite these third-party notes to the results.
- 3) If in the opinion of the laboratory on the basis of the results of the research is to fear danger to public health, or if a legal obligation to do so exists, this does not relieve the laboratory of his duty of confidentiality to the respect to the relevant authorities. In this case, the laboratory informs the client, prior to the communication on the danger condition.

#### **Article 8-Obligations client**

- 1) The client guarantees that the data necessary for the command and/or materials (including samples) in a timely manner, properly, and in accordance with the applicable requirements be supplied and will-as far as related to the command necessary – an incorrect or incomplete delivery of data and/or substances restore in a timely manner complement respectively.
- 2) The client is obliged to ensure that the laboratory can carry out its work in such a way that the safety of persons, who by or on behalf of the laboratory in connection with the command are deployed, is ensured and their health is protected.



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#### **Article 9-impartiality, independence and integrity**

- 1) The laboratory has internal regulations to ensure that the management and staff are protected from inappropriate internal and external commercial, financial and other obligations and influences that impact the quality of their work affect.
- 2) The laboratory has established policies and procedures to emphasize that the laboratory impartial occurs and no activities that the confidence in the competence and independence of judgment and integrity in relation to the operational activities.

#### **Article 10-Disposition-and copyrights**

- 1) Without prejudice to the provisions concerning intellectual and industrial property rights including the provisions of the Copyright Act and subject to the provisions of article 7 of these conditions, the client has the exclusive right of disposal over the within the framework of the assignment by the laboratory reports released to him.
- 2) Released reports by the client may only verbatim, in their entirety and mentioning the name of the laboratory are published. Publishing in other form is only permitted after written consent by the laboratory.
- 3) The use of the result of the command for advertising purposes, as well as the use of the name of the laboratory in any other context than those specified in paragraph 2, is only permitted after separate written permission from the laboratory.

#### **Article 11-Liability**

- 1) The laboratory guarantees that contracts be carefully carried out in accordance with the Commission guidelines in that regard. If the laboratory should be liable, then this liability is limited to what is in this provision is regulated.
- 2) The laboratory is not liable for damage which the customer suffers through, in connection with or as a result of the performance of the contract, unless there is intent or gross negligence.
- 3) The laboratory shall not be liable for damage of whatever nature caused by the laboratory is assumed by or on behalf of the client provided incorrect, incomplete and/or not timely information and/or materials.
- 4) The liability for consequential damages is excluded in all cases. Under consequential damages shall include means lost profits, cost of fines and amounts owed to third parties and to compensate for damage suffered.
- 5) In case of liability of the laboratory as referred to in the first paragraph, is limited to the invoice value payable under the command. Under this article the amount due shall mean the fee according to the command at full implementation would be payable. At long-term agreements is under the amount due means the fee for the implementation of the share command is due.
- 6) Condition for any right to compensation is always that the client the damage as soon as possible after it occurs in writing to the laboratory reports, which, in those cases where the laboratory has the opportunity the failure to recover, a reasonable period for remedying the failure is given.



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- 7) The principal shall the laboratory, its employees and the application of article 11 in the execution of the assignment involved harmless against claims by third parties, which in connection with the performance or the result of the command against the laboratory.

#### **Article 12-Implementation by third parties**

The laboratory shall be entitled in the implementation of the assigned activities using the services of one or more third parties or servants employed by one or more third parties.

#### **Article 13-Amendment of the terms**

These terms and conditions, to this end, reckoned the rates can be changed by the laboratory. Find these changes on 1 January each year. Modified rules take effect thirty days after the date of the letter to the client, which announced that the General conditions are changed, at the Chamber of Commerce in Rotterdam are deposited and available for inspection at the laboratory and there are obtained free of charge upon request, unless a later date of entry into force in the publication is mentioned.

#### **Article 14 – Unforeseen cases**

In all cases where these conditions are not provided, the parties will consult further.

#### **Article 15-Disputes and applicable law**

- 1) Disputes following on the basis of these general terms and conditions negotiated agreements will be submitted to the courts in the district in which the laboratory is located. Of a dispute is the case where that one of the parties to the agreement in writing to the other party.
- 2) On agreements between the laboratory and clients are subject to Dutch law

#### **Article 16-Final provision**

- 1) These terms and conditions are valid from 1 november 2015.
- 2) These terms and conditions may be referred to as ' terms and conditions ' Ssp Analytical Services B.V.
- 3) These terms and conditions including the associated rates are registered at the Chamber of Commerce in Rotterdam, are available for inspection at the laboratory and there are obtained free of charge on request. The use of the result of the command for advertising purposes, as well as the use of the name of the laboratory in any other context than those specified in paragraph 2, is only permitted after separate written permission from the laboratory.