

## PERSONNEL CERTIFICATION: GENERAL TERMS & CONDITIONS FOR CLIENTS

### Article 1: Applicability

1. These T&Cs apply to all Agreements and Work.
2. The Agreement supersedes and invalidates all prior representations relating to the subject matter thereof. No other amendment and/or variation to Agreement shall be valid unless duly signed by/on behalf of both parties.

### Article 2: Definitions

For the purposes of these T&Cs the following definitions apply:

1. Agreement: the certification agreement entered into between DNV and Client.
2. Certificate: the DNV final deliverable for the relevant certification scheme or standard.
3. Client: Every natural person who has an agreement with DNV Business Assurance - Personnel Certification for certification.
4. Deliverables: Certificates, exams, manuals, check-lists, protocols and all other deliverables developed by DNV or delivered in the context of the Work.
5. DNV: Business Assurance B.V.
6. DNV group: DNV and its parent companies, subsidiaries and affiliates, as well as its and their respective employees, representatives, directors and subcontractors.
7. Scope of Work: the personnel certification service(s) applied for by Client in the Agreement.
8. T&Cs: these General Terms & Conditions: Personnel Certification.
9. Work: The work described in the Scope of Work in accordance with the provisions of this Agreement; any agreed applicable accreditation and designation rules and standards; all applicable legislation; and any regulations that may be passed pursuant to a regulatory body that governs the relevant Work.

### Article 3: General obligations

1. The Work shall be executed as described in the Scope of Work in accordance with the provisions of this Agreement; any agreed applicable accreditation and designation rules and standards; all applicable legislation; and any regulations that may be passed pursuant to a regulatory body that governs the relevant Work.
2. The performance of the Work may be subcontracted to any duly qualified independent contractor. Such subcontracting shall not relieve DNV from its obligations under this Agreement.
3. Client shall in a timely manner grant DNV all reasonably necessary access to all relevant sites and facilities and right to inspect all relevant documentation and information required for the Work. Unless it is explicitly agreed as part of the Work that DNV shall identify discrepancies, errors, inconsistencies or omissions in the information provided by Client, the Client is responsible for all aspects of the information it provides and DNV is entitled to rely on the accuracy and completeness of such information in the performance of the Work.
4. Client shall notify DNV immediately of any changes in position, employer, address or other information that could have an influence on meeting the terms required by certification.

### Article 4: Issuance and maintenance of Certificate

1. Upon completion of the certification process, DNV will at its own discretion issue a Certificate to the Client, provided DNV finds that there is conformity with the applicable certification scheme or standard and all payment is made related to the Scope of Work. DNV may publish in the public domain or if required under relevant rules, provide accreditation bodies with a copy of all Certificates issued by it along with the Client's name and certification history.
2. In case of incorrect reference to certification status or misleading use of certification documents or other breach of the applicable requirements for the maintenance and use of the Certificates and the certification mark as submitted by DNV together with the Certificate, DNV may decide to impose corrective actions. The recipient of the Certificate shall immediately implement such corrective actions. DNV may suspend or withdraw the Certificate if corrective actions are not taken or are not deemed sufficient in the sole opinion of DNV.
3. If the Certificate is suspended or withdrawn, the Client shall not use or refer to the Certificate. In case of withdrawal, the original Certificate shall be returned to DNV within fourteen (14) days from the date of withdrawal. The Client may appeal DNV's decision to not issue, or to suspend or withdraw the Certificate in accordance with the requirements set out in the applicable certification or accreditation scheme.

### Article 5 Intellectual property rights

1. DNV and Client agree that any intellectual property rights (whether registered or not) that already existed prior to the Agreement coming into force, remain vested by the original owner, unless otherwise agreed.
2. DNV is considered to have full property rights, including copyrights, regarding the Deliverables.
3. Client is granted a limited, non-exclusive license to use the Deliverables for the purposes for which they are commonly used for a period of 12 months after the effective date of the Agreement, or in the case of Certificates for

such a period as they remain valid. The Client is not permitted to reproduce or publish the Deliverables without prior approval from DNV. On the other hand, works that have already been put into circulation by DNV, may be made public by the Client.

#### **Article 6: Confidentiality**

1. DNV and Client agree to keep confidential any information they receive from each other in course of the Agreement which by denotation or reasonable circumstances is considered confidential to the disclosing party. The recipient party shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent, provided however that DNV may share such information with its officers, employees, subsidiaries, affiliates or subcontractors who are subject to confidentiality obligations reflecting the principles herein.
2. The obligations hereinabove shall not apply to and each party shall be free to disclose, any information which: (i) was known to the recipient prior to the information being disclosed by the other party, or becomes known to the recipient through a third party without any confidentiality obligation; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the recipient; and (iii) is required to be disclosed by any relevant accreditation body, any competent court, governmental agency, or other relevant public authority in accordance with applicable law, court order or other public regulation.
3. Notwithstanding the above, DNV shall have the right to (i) use for statistical and analytical purposes any information generated in the course of the Work, provided that such is kept internal or published only in aggregated anonymous forms; (ii) make reference to the Client in DNV's marketing; and (iii) extend the certification audit team with third parties in accordance with the applicable scheme. .
4. The obligations in this section shall survive the completion of the certification or termination of the Agreement and remain in effect for as long as the relevant information is confidential.

#### **Article 7: Complaints and Appeals**

1. If Client has a complaint or wishes to appeal a decision made by DNV, it must submit such complaint in writing within four weeks of receipt of the decision or document from DNV. Once a complaint is received, DNV will inform Client in a timely manner of the pending procedure in accordance with the applicable scheme requirements. Until such time as a final decision is made, the original decision of DNV will remain in force.

#### **Article 8: Invoicing and terms of payment**

1. For the purpose of the Agreement, any and all prices, fees, rates or remuneration are agreed as stated exclusive of any form of sales taxes, value added tax, and/or any other similar taxes which may be applicable.
2. Fees and expenses are independent of the nature of any advice given or opinion expressed and of any dispute outcome, and will not be adjustable. Invoices shall be addressed to, as the case may be, the Client, the Client's employer or the exam organization, which shall effect payment as agreed to DNV for the Work to DNV's bank account stated on the invoice within fifteen (15) days of the date of the invoice.
3. DNV may suspend Work or withhold Deliverables at any time for late payment of any invoice to, as the case may be, DNV or the exam organization, until payment is received of all amounts due.
4. All payments shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority as required by law.
5. Changes may take place after the conclusion of the Agreement in the relevant (international) ISO / NEN standards and / or legislation. DNV will charge the related extra costs arising from the change of the applicable requirements to the Client.

#### **Article 9: Termination**

1. Each party may terminate the Agreement by written notice to the other party under the following circumstances:
  - a. If the other party commits a material breach of this Agreement and fails to rectify such within ten (10) working days after receipt of the other party's written notice; or
  - b. for convenience after serving the other party a written notice ninety (90) days prior to termination.
2. In case of the Agreement being terminated in accordance with Article 9(1) above, the Client will pay all outstanding fees and reasonable costs incurred by DNV.
3. On termination of this Agreement for any reason, DNV may at its sole discretion either withdraw and suspend any certificates that will remain valid after the termination date or perform such reasonable audit activities in accordance with the relevant scheme that are required to ensure the continued validity of an existing certificate at the agreed hourly rate in this Agreement and in accordance with DNV standard terms and condition for product certification.

**Article 10: Liability**

1. DNV and DNV group shall not be liable towards Client for the suspension or withdrawal of the Certificate in accordance with DNV's suspension and withdrawal policy.
2. DNV group shall not in any way be held liable for any of Client's consequential or indirect losses or damages arising from or in connection with the Agreement, including but not limited to losses, lost profits, loss of turnover, and goodwill,
3. The maximum cumulative liability of DNV group arising from or in connection with the Agreement, regardless of the legal basis, shall be limited to EUR 10,000.- (tenthousand euros).
4. The limitations of liability as provided for in this article shall not apply if damages are caused intentionally or are the result of deliberate recklessness or other similar circumstance for which liability may not be limited under applicable law.

**Article 11: Personal Data**

1. DNV will use the personal data provided for the registration of the certificate in the DNV "CertCheck" certification register. It will not be made available to third parties for commercial purposes.
2. Personal data will be used for registration of the certificate in the public register of the foundation of the relevant professional group.
3. A request for erasure of personal data will result in the certificate becoming invalid.
4. DNV may send a reminder for re-certification.
5. Any requests for the exercise of data subject rights or complaints regarding the processing of personal data can be directed to [vakbekwaamheid@dnv.com](mailto:vakbekwaamheid@dnv.com).
6. For more information about the processing of personal data by DNV, reference is made to [www.dnv.nl/vakbekwaamheid](http://www.dnv.nl/vakbekwaamheid).

**Article 12: Disputes and applicable law**

7. The Agreement and these T&Cs shall be governed and construed in accordance with the laws of the Netherlands.
8. Any dispute arising in relation to or as a consequence of the Agreement and or the T&Cs, which cannot be settled amicably through negotiations between the parties, shall be subject to the courts of the Netherlands.
9. In circumstances where local law requires that these be provided in the local language this English language version shall take precedence in the event of any ambiguity.