

RELIANT FIRE PROTECTION

ENGINEERING & CONSULTANCY SERVICES

TERMS & CONDITIONS



RELIANT FIRE PROTECTION

Terms & Conditions

RELIANT FIRE PROTECTION B.V.

1. Definitions

Understood within these terms and conditions are the following:

“Client / Customer”: the Client is the person who is responsible in the eyes of the law, or the person to whom these rights have been given, for the services delivered by RELIANT Fire Protection B.V. , or the advice given.

“RELIANT FIRE PROTECTION B.V.” situated in The Hague and registered with the Chamber of Commerce under number **70549494**.

The original Dutch version of our Terms & Conditions is governing.

2. Relevant Information

- 2.1 These Terms and Conditions are applicable to all offers, agreements, work carried out and any other legally binding agreements between the Client and RELIANT FIRE PROTECTION.
- 2.2 RELIANT FIRE PROTECTION has the right to change the Terms and Conditions. Any changes to the Terms and Conditions will, as far as possible, be notified to the Client at least one month in advance. If changes are made whilst the work is being carried out for a Client, the Client must agree to the change and if he disagrees with the change, shall notify RELIANT FIRE PROTECTION within fourteen (14) days after the Client has been told and notified of the change.
- 2.3 The Terms and Conditions also apply to the Client if RELIANT FIRE PROTECTION uses a third party to carry out the assignment / work. The eventual purchase or other (general) conditions by the Client shall not apply, unless these are accepted by written consent by RELIANT FIRE PROTECTION.
- 2.4 Any deviation to the Terms and Conditions by either / any party is only possible if written and agreed upon by all parties involved. In the case of a disagreement in the interpretation / determination of the agreed contract between the Client and RELIANT FIRE PROTECTION, the terms specified in the original Terms and Conditions are binding.

3. General

- 3.1 The rights and duties as required in the Terms and Agreement cannot be transferred by the Client unless accepted in writing by RELIANT FIRE PROTECTION.
- 3.2 Parties are bound to a mandatory secrecy agreement in respects to confidential information and any information which may be considered confidential which the parties have learnt from each other, or which has been given to each other. Both parties will take all reasonable precautions to maintain this secrecy, including ensuring that personnel and potential third parties involved are bound to and enforce this secrecy.

CONSULTANTS & ENGINEERS

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- 3.3 Neither party shall make any attempt to take personnel from each others company and shall not employ personnel from each others company unless agreed to with written consent from that company. Neither party shall do anything to damage the reputation and good name of the other party.
- 3.4 The Client is responsible for the proper use and correct application of all documentation, information and any other business acquired by the Client from RELIANT FIRE PROTECTION.
And is responsible for the security / protection of this work carried out by RELIANT FIRE PROTECTION during the carrying out of the agreed job.
- 4. Quotations, Agreements**
- 4.1 All offers made by RELIANT FIRE PROTECTION are open, without commitment. These offers made, unless otherwise specified, are valid for a period of four (4) weeks.
- 4.2 The Client is responsible for the description of the services or research required from RELIANT FIRE PROTECTION (i.e. requested advice). The offer will be based on this information.
- 4.3 The Agreement between RELIANT FIRE PROTECTION and the Client will become legally binding when RELIANT FIRE PROTECTION receives the Terms and Condition signed by the Client, or earlier, if both the parties begin the work as a consequence of the agreed Terms and Conditions. The actual start of the work specified in the work assignment will act as the acceptance of the Terms and Conditions by the Client. This agreement will last for the period as specified in this agreement. The possibilities of ending the agreement; stopping the assignment are specified in Paragraph 12.
- 5. Tariffs, Costs to be Paid**
- 5.1 Prices are based on the prevailing circumstances at the time of the specific agreement made. In the case of unforeseen circumstances / changes in the applicable system of indirect tax, in the costs of personnel income, changes in the exchange rates during the agreement, early delivery of the job, timed contracts, additional work done during the agreed project, then RELIANT FIRE PROTECTION has the right to adjust the agreed price, partially or to full extent, to make up for any loss incurred by these changes.
- 5.2 Unless specifically otherwise specified, the prices given by RELIANT FIRE PROTECTION have been calculated exclusive of travel and hotel / overnight costs.
- 5.3 The following costs are not included in all pricing made by RELIANT FIRE PROTECTION, excepting for circumstances specifically covered for, or alternatively included in an agreement:
- The making available of one or more original drawings and / or other documents. All documents will be digitally delivered in agreement with an “paperless office” principle.
 - Delivery of copies of drawing and / or calculation documents.
 - Attendance of Progress or co-ordination meetings.
 - Data, typing or printing which is done externally.
 - Travel time and costs incurred by RELIANT FIRE PROTECTION employees in relation to the job or the giving of advice or as a request of the Client.
 - Meetings and / or research done at the Clients offices.
 - Any work done at other locations other than the RELIANT FIRE PROTECTION offices.
 - Work done outside normal working hours at the request of the Client.
 - The costs incurred, upto the time of a delay, by RELIANT FIRE PROTECTION during work carried out for the Client as a requirement of an agreed task, a forced delay of at least ten (10) days as a result of late delivery by the Client by necessary, correct and required documentation or information.

- 5.4 All prices and costs shall be in Euro's unless a different currency is specifically notified by RELIANT FIRE PROTECTION, and these are exclusive of VAT and other government taxes.
- 5.5 Time registration: to account for the worked hours, days and weeks, up-to-date timecards shall be filled in by RELIANT FIRE PROTECTION personnel, which shall be signed at the end of each week by an authorized person appointed by the Client.
- 5.6 The workweek and hours: The standard workweek for RELIANT FIRE PROTECTION employees working in the RELIANT FIRE PROTECTION office or the Clients workplace is forty (40) hours during Monday to Friday inclusive unless otherwise specified in writing.
- 5.7 Overtime hours are work hours spent in excess of, or on other days than those specified in paragraph 5.6 and carried out as a request of the Client. Overtime hours will be paid by the Client based on tariffs which have been agreed to in the Terms and Conditions, or where these have not been specified, then based on the standard tariffs of overtime hours according to RELIANT FIRE PROTECTION.
- 5.8 RELIANT FIRE PROTECTION shall change its tariffs on the 1st January, inclusive those specified in the Terms and Conditions and these changes will be in agreement with National Consumer Price Index for that year. RELIANT FIRE PROTECTION shall inform the Client as soon as and as far as possible as to the tariff changes for the upcoming year.
- 6. Billing and Payments**
- 6.1 Unless otherwise agreed, billing of the delivered services will take place periodically based on the calculation for that period.
- 6.2 The RELIANT FIRE PROTECTION bills shall be paid by the Client in agreement with the payment conditions specified in the Terms and Conditions. If no payment conditions have been agreed, the Client shall make payment within fourteen (14) days after the billing date. Payment by the Client, unless otherwise agreed, shall occur without any deductions, compensations or suspended payment. All payment costs are accrued to the Client.
- 6.3 If payment has not been made by the Client within the agreed period, the Client will be legally in default of payment and RELIANT FIRE PROTECTION has the right, without further notice of default, to apply the lawfully set interest on the complete amount, starting from the date of the final payment date and this will not diminish any further right applying to RELIANT FIRE PROTECTION.
- 6.4 All collection costs made by RELIANT FIRE PROTECTION as a result of the relationship with the Client, both those covered within and outside the law, shall be owed by the Client. Costs outside the law will be determined by any relevant laws and the decision of Standards Extrajudicial collection costs.

7. Performance Agreements, Changes to the Assignment, Additional Work

- 7.1 The Client is obliged to supply the required information, data or documents necessary to carry out the assignment agreed upon (and where necessary), the office or installation space / place satisfactory to the requirements of RELIANT FIRE PROTECTION and when it is necessary.
- 7.2 All delivery dates presented by RELIANT FIRE PROTECTION are based on information provided by Client. When supplied information appears incorrect, or has changed during the process, this may effect delivery dates. RELIANT FIRE PROTECTION will notify the Client as soon as possible in respects of changes or eventual overshoots of the delivery times.
- 7.3 If specifically agreed that the work will be partially or completely carried out at the Clients premises, then the Client shall provide the RELIANT FIRE PROTECTION employees with satisfactory facilities and other means to be able to carry out the work undisturbed.
- 7.4 The Client shall provide the RELIANT FIRE PROTECTION employees with the availability of satisfactory work clothes and safety materials based on declaration fees as well as paying the costs for any necessary competency courses and tests.
- 7.5 Complaints about the instantly observable defects in the services provided and / or documents provided shall be delivered and received by RELIANT FIRE PROTECTION within ten (10) days following the specific services provided. For other shortcomings, complaints should be received within ten (10) days after the discovery of the problems. After this period has ended, the Client cannot make RELIANT FIRE PROTECTION responsible for any errors or defects which exist.
- 7.6 RELIANT FIRE PROTECTION will only be obliged to carry out an oral agreement and / or agreement sent via the telephone or changes to any agreement made in this way, if these agreements have been confirmed in writing by RELIANT FIRE PROTECTION. Changes will be confirmed by means of a "Scope change". The contents of the (changed) agreement shall be determined by the text in the written confirmation. The Terms and Agreement also apply to the contents of the (changed) agreement (i.e. Scope Change).
- 7.7 In the case that the agreed services requested by the Client are or will be changed by the Client, the Client shall inform RELIANT FIRE PROTECTION at the earliest possible time. RELIANT FIRE PROTECTION shall then inform the Client as soon as possible about the consequences of the changes and the extra costs involved for the Client resulting there from.
- 7.8 For agreements that are made for a specific period or against a fixed price the following applies, if either are exceeded, the amount that is exceeded will be billed on the basis of standard RELIANT FIRE PROTECTION tariffs, so far as additional or excess work is carried out at the request of the Client.

8. Representation

If the directives of the contract is prepared by RELIANT FIRE PROTECTION, then RELIANT FIRE PROTECTION represents the Client for as long as and as far as nothing in writing to the contrary is received from the Client. The directives of the commission prepared by third parties chosen by RELIANT FIRE PROTECTION, will be paid for, and the risks will be taken by the Client. The Client will be responsible for payment to third parties.

9. Hydraulic Calculations

Hydraulic calculations will be made with the use of the software package KYPipe: Go Flow – PIPE2016 or an equivalent package. This software will only create digital prints in a PDF format. The original datasets, calculations as well as the basic software package remains the property of RELIANT FIRE PROTECTION. Copies of the software will never be presented.

10. Provision of Drawings, Calculations and Documents

All drawings, calculations and documents produced by RELIANT FIRE PROTECTION will be issued to the Client, for as far as necessary or written in the Agreement, for control purposes and sent to third parties who own these and to the Authorities for approval and acceptance. The Client shall only use these drawings, calculations and documents for the purpose for which they are designed.

11. Intellectual Ownership Rights

11.1 All rights, including such rights as ownership, author, patent, brand and any other rights such as intellectual or industrial ownership, with relation to all (partial) work done due to the agreed services that have been required, but not limited to drawings, calculations, datasets, remain the RELIANT FIRE PROTECTION.

11.2 All documents, specifications, standards, drawings or the equivalent delivered by the Client to RELIANT FIRE PROTECTION remain and shall always remain the ownership of the Client and may not be copied unless otherwise required to carry out the work for which they were made for.

12. Force Majeure, Breach of Contract, Termination

12.1 Force Majeure (not shortcomings which are unavoidable and included in Article 6:75 BW) includes strikes in so far as they are not directed against the policies of RELIANT FIRE PROTECTION, as well as shortcomings or breach of contract on the part of the supplier to RELIANT FIRE PROTECTION and delay as a (short) fulfilment of governmental requirements.

12.2 RELIANT FIRE PROTECTION is responsible for Breach of Contract (attributable shortcomings) after proper notice from the Client and continuous shortcoming by RELIANT FIRE PROTECTION thereafter. With respects to and in the framework of the (duration) agreement and where the performance is correctly delivered, termination has no affect unless the Client can show that the supplied services already delivered cannot be used effectively as a result of failed (incorrect) delivery of the remaining work. The specification in Article 14 (responsibility) is applicable.

12.3 The rights in law for agreements for a specified period end at the end of the specified period.

12.4 Both the Client as well as RELIANT FIRE PROTECTION have the right to cancel an agreement for a specified as well as an unspecified (interim) period but then by giving a cancellation period of one (1) month.

12.5 In the case of an (interim) cancellation or ending of contract, the payment obligations will continue for the period upto the ending of the contract (i.e. final cancellation). If the agreement is terminated by the Client as a result of consequences which cannot be reasonably attributed to RELIANT FIRE PROTECTION, resulting in a loss of revenue to RELIANT FIRE PROTECTION, then RELIANT FIRE PROTECTION has a right to financial compensation.

12.6 If one of the parties requests suspension of payment or requests potential bankruptcy or is placed into receivership or loses control in any other way of its financial control, then if the party has a legal incorporation, then when this incorporation is dissolved, the other party the right to rescind agreements between third parties without further notice via a written notification and / or recovered already delivered but unpaid documents, without prejudice to any other legal resources accruing to the third party.

12.7 If the Client fails to honour his obligations to RELIANT FIRE PROTECTION after having received a reminder or been seen to be in default, then the implementation of the agreement can be terminated by RELIANT FIRE PROTECTION. If the Client (eventually) fulfils his obligations, RELIANT FIRE PROTECTION will notify the Client as soon as possible, of the resumption of the agreement. If thereafter, the Client yet fails to fulfil his obligations after the notice of default, then RELIANT FIRE PROTECTION has the right to dissolve the agreement.

13. Guarantees

- 13.1 RELIANT FIRE PROTECTION guarantees that the delivered goods / services meet the reliability requirements and good workmanship. RELIANT FIRE PROTECTION does not guarantee that what was delivered can also achieve result sought by the Client if they exceed the guaranteed properties fixed / required in the written contract.
- 13.2 RELIANT FIRE PROTECTION guarantees that the delivered services shall satisfy the specifications required and agreed in the written Terms and Agreement. This guarantee will apply for three (3) months unless otherwise specified in the Terms and Agreement and this period will begin at the moment the documents have been delivered, i.e. the moment the services in the agreement have been satisfied and delivered.
- 13.3 This guarantee includes free repair of mistakes in the delivered designs or documents which hinder the normal, expected usage. The guarantee does not exclude the potential that errors could exist in the delivered services. However, RELIANT FIRE PROTECTION shall, to the best of its ability, fully work during the guaranteed period to repair any defects as soon as possible.
- 13.4 The specified guarantees shall expire if changes have been made to the services supplied by any other party than RELIANT FIRE PROTECTION. Adaption to changing circumstances are not covered under the guarantee.
- 13.5 Unless otherwise specifically specified, travel en hotel costs as well as equivalent costs made during the guarantee period, shall be repaid by the Client.

14. Liability

- 14.1 The liability of RELIANT FIRE PROTECTION is limited to the specific instances specified in these Terms and Conditions.
- 14.2 RELIANT FIRE PROTECTION is only liable for damage caused as a result of shortcomings in the performance or execution of the agreed services, in so far as, that these shortcomings result from a lack of care, care which could reasonably be expected from RELIANT FIRE PROTECTION, or as a result of premeditation or gross negligence.
- 14.3 Where errors and / or shortcomings are discovered which can be attributed to RELIANT FIRE PROTECTION, then if RELIANT FIRE PROTECTION accepts responsibility, then these will be changed. The maximum liability of RELIANT FIRE PROTECTION shall be limited to the changing, delivery and provision of drawings, calculations and documentation. If, in the opinion of RELIANT FIRE PROTECTION, this is not possible, then RELIANT FIRE PROTECTION shall repay the damage. The maximum liability for RELIANT FIRE PROTECTION shall be limited to that amount which may be paid for each case specified under the applicable liability insurance of RELIANT FIRE PROTECTION.
- 14.4 With reference to damages to persons (fatal accident or injury) or the business, RELIANT FIRE PROTECTION is liable if and for so far that, RELIANT FIRE PROTECTION is covered by the RELIANT FIRE PROTECTION corporate liability insurance with a maximum of 1.000.000 Euro's per incident.
- 14.5 If, for whatever reason, no payment from the applicable liability insurance of RELIANT FIRE PROTECTION is made, then the RELIANT FIRE PROTECTION liability is limited to 50% until the moment that the RELIANT FIRE PROTECTION liability shown in Clients invoiced amount (exclusive of VAT) up to a maximum of 5.000 Euro's.
- 14.6 The liability of RELIANT FIRE PROTECTION excluded as a result of:

- Correctness or completeness of the information or advice given which is used to arrive at the agreement.
 - Damages as a result of exceeding the agreed deadlines.
 - Damages which (partly) is a consequence of the Client's shortcomings, under which the delivery of incomplete or unsatisfactory information, or the late delivery of required data.
 - Liability of the Client due to third parties.
 - Loss of profits and other indirect damage from the Client, including reasonable damages for lost profits, lost savings, losses due to business interruption, loss of data or any other consequential damages
- 14.7 Claims in connection with alleged liability of RELIANT FIRE PROTECTION should be submitted as soon as possible, but no later than six months after the agreement.
- 14.8 The execution of the agreement i.e. work exclusively on behalf of the Client. Third parties have no rights in respects to the work carried out. The Client shall protect RELIANT FIRE PROTECTION from claims made by third parties with reference to the contract negotiated between RELIANT FIRE PROTECTION and the Client.
- 14.9 Liability exclusion and limitations written in this document are also stipulated for the benefit of third parties engaged in the contract i.e. work for implementation of the agreement.
- 15. Applicable Law and Disputes**
- 15.1 All agreements between RELIANT FIRE PROTECTION and the Client will be covered by Dutch law.
- 15.2 Any differences between RELIANT FIRE PROTECTION and the Client, whether they apply to the agreement or not, should preferably be amicably resolved. If a difference is not resolved within a reasonable period of time, the differences shall only be submitted to the qualified judge in the district The Hague, even if the Client is domiciled outside the country. RELIANT FIRE PROTECTION has the right during a dispute with a Client domiciled outside the Netherlands, to obtain arbitration via a settlement from an qualified judge within the country, as long as this is not in contradiction with or conflict with the law or any other applicable international treaties.
- 15.3 Differences concerning the applicable law, if the legal systems of several countries may apply, shall initially be submitted to the court in the The Hague district.