

# GENERAL TERMS AND CONDITIONS FOR V.O.F. DuraCert



## For us as DuraCert, the following applies:

1. Do our utmost to maintain the certificate or service for which you have signed a contract with us.
2. Inform you and keep you informed about the regulations concerning the certification for which you have entered into an agreement with us. You are personally responsible for complying with the regulations; we cannot be held liable in this regard.
3. To make every effort to ensure that all online systems through which you have access to your certification scheme administration are accessible.
4. To deal confidentially with all information relating to your company.
5. Reserve the right to annually index prices in accordance with the average DPI index figure (CBS) of the previous year. We also reserve the right to increase our prices as a result of changed laws and regulations, an increase in fuel prices, or causes which could not reasonably have been foreseen.
6. We are entitled to dissolve the agreement in writing with immediate effect and without judicial intervention, without having to pay any compensation to you, if:
  - a. You apply for a moratorium on payments or bankruptcy, or are declared bankrupt;
  - b. You cease the business activities or transfer or merge your company;
  - c. You fail to fulfil one or more obligations arising from the agreement, or fail to do so on time or properly.
7. In the event of dissolution of the agreement, we will be entitled to demand immediate payment of existing payments.
8. Reserve the right to change the general terms and conditions one-sidedly, without having to obtain the prior consent of our customers. In this case we will inform you by sending you the new general terms and conditions.
9. To comply with the Dutch laws and regulations.

## For you as a customer, the following applies:

1. Pay our invoices regarding the contract between you and us within the period stated on the invoice.
2. Cooperate with (internal and external) audits when participating in group certification.
3. Give us access to all relevant information necessary for group certification or the service to be provided.
4. Do not terminate the agreement between you and us earlier than contractually agreed. If you do not comply with this, you will owe us an additional amount of up to one year's contribution.
5. You cannot hold us liable for (in)direct damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation, resulting from a possible suspension of your certification, irrespective of the reason for the suspension.
6. You will be liable for any sanction and/or penalty imposed on DuraCert because you do not or no longer comply with the applicable regulations or you have provided us with incorrect/misleading information when applying for the certification mark.
7. Not holding us liable in case of damage or consequential loss resulting from the use of our online systems.
8. Not passing on any data provided by DuraCert (documents, login codes, online applications with content) to third parties. DuraCert remains the owner of this data.

9. Do not use the trademark exclusively for promotional purposes.
10. Comply with Dutch legislation and regulations.

General terms and conditions of V.O.F. DuraCert dated 19-01-2022