

GENERAL TERMS AND CONDITIONS FOR SERVICES PROVIDED BY MEMBERS OF THE VERENIGING VAN PARTICULIERE BEVEILIGINGSORGANISATIES (VPB)

PART I. GENERAL PROVISIONS

Article 1: DEFINITIONS

In these General Terms and Conditions the following definitions apply:

Alarm system

A system installed at or on the Client's Property, which connects to the Contracted Party's Alarm Centre or to an external Alarm Centre by means of the public telephone network or a permanent connection.

Alarm response

Informing persons and/or institutions designated by Client of alarm notifications received by the Alarm Centre, and, if so agreed and at the request of Client, investigating the cause of the alarm notification on site.

Security services

All security and surveillance services provided by Contracted Party.

Messenger service

Answering messages from customers/business associates at times when the Client's telephone switchboard is unmanned and relaying these messages to Client for further processing at times agreed with Client.

Services

The Services to be provided by Contracted Party as stipulated in the Agreement signed between parties.

External Alarm Centre

The third-party Alarm Centre used and designated by Contracted Party.

Alarm Centre

The Contracted Party's Alarm Centre.

Mobile surveillance

Security services provided by security guards of the Contracted Party who are not stationed in or near a Property, and which services consist of visiting and monitoring the Property, in a mobile patrol vehicle or otherwise.

Property

The building or site, equipment, complex or system for which the Services are provided, in the broadest sense of the word.

Property security

Security services provided by Staff of the Contracted Party stationed in or at the Property.

Client

The party or parties that enter into an Agreement with the Contracted Party, through a representative or otherwise, and to which these conditions apply.

Contracted Party

The company that offers and supplies security services or advice, investigation or damage assessment services, and related activities.

Agreement

The Agreement between the Contracted Party and Client of which these conditions form a part.

Staff

All (auxiliary) persons, employed by the Contracted Party or otherwise, and deployed by the Contracted Party to perform the work agreed.

Risk management

Security and surveillance advice, consultancy and (project) management by the Contracted Party.

Services

Reception and similar services provided by the Contracted Party's service staff stationed in or at the Client's Property.

Keys

Keys, key cards, remote controls and any other tools that can be used to obtain access to a Property.

Fee

The compensation to be paid by Client for the Services agreed.

Article 2: GENERAL

- 2.1 Scope**

These conditions apply to every offer/tender and every Agreement between Contracted Party and Client, unless a written agreement between parties provides otherwise, or unless the provisions in one of the chapters of part II apply. These conditions also apply to all phases prior to the signing of an Agreement and to the Services and work provided by Contracted Party before the Agreement was signed.

Contracted Party shall not be bound by any General Terms and Conditions declared applicable by Client, unless the Contracted Party has expressly accepted these conditions in writing. In the event Client has declared its General Terms and Conditions generally applicable to its orders and/or Agreements, the General Terms and Conditions of Contracted Party shall prevail, unless a written agreement provides otherwise.

If any provision of these General Terms and Conditions is null and void or is voided, the other provisions in these General Terms and Conditions will remain fully in effect. New provisions will replace the void or voided ones, which will take into account the purpose and meaning of the original conditions as far as possible.
- 2.2 Offers and tenders**
 - All offers and tenders made by Contracted Party shall be without obligation, unless the offer/tender specifies a term for acceptance. Contracted Party shall be bound by such offer/tender only if its acceptance is confirmed in writing by Client within the term specified in the offer/tender. If Contracted Party has not specified a term of acceptance, the offer/tender shall lapse 30 days after the offer/tender date.
 - Contrary to the provisions of Section 6:225 (2) of the Dutch Civil Code, Contracted Party shall not be bound to deviations that occur in the acceptance by Client of the Contracted Party's offer/tender.
 - In the event of a compound offer/tender covering several Services, Contracted Party shall not be under any obligation to perform part of the Services at a corresponding part of the quoted price, unless the remaining part is not accepted.
 - The Agreement enters into effect when:
 - Client sends an order confirmation, or
 - Client accepts an offer/tender as referred to in Art. 2.1.2.1, or
 - Contracted Party actually commences the work and/or Services.

Article 3: PERFORMANCE OF THE AGREEMENT

- 3.1. General**
 - Contracted Party shall have a best efforts obligation, and observe all professional requirements associated with the service. Contracted Party shall observe all government regulations that apply to the Services. All demands made by Client in relation to the Services must be explicitly agreed with Contracted Party.
 - If and to the extent required for the proper execution of the Agreement, Contracted Party shall have the right to have certain Services provided by third parties.
- 3.2. Conditions of employment and resources**
 - Client shall be obliged to enable Contracted Party to perform the Agreement under conditions that meet all statutory safety requirements and any other government regulations. Client shall ensure that all information, tools and resources, which Contracted Party states are needed or which Client should reasonably understand are needed for the performance of the Agreement, are made available to Contracted Party on time. If Client fails to meet this obligation on time, Contracted Party shall have the right to suspend the implementation of the Agreement and/or to charge Client for the additional costs that arise from its negligence, including costs incurred by the Contracted Party to obtain these resources, in accordance with standard rates.
 - If Contracted Party performs Services as part of the Agreement in or at the Property, the Client shall provide all facilities reasonably required. The facilities shall in any event include means of communication, adequate heating, lighting, electricity, toilet facilities, telephones, fire extinguishing equipment and a first-aid kit.
 - Client shall equip and maintain the premises, instruments and tools used by the Staff of the Contracted Party to provide the Services, and take such measures and provide such instructions as reasonably required to prevent injuries to Staff providing the Services. Client shall keep Contracted Party updated about the presence and location of any materials or situations in the Property that may be regarded as dangerous to Staff.
- 3.3. Clothing**

During the provision of services, Staff shall wear a uniform of Contracted Party, unless explicitly agreed differently with Client and unless legal stipulations dictate otherwise.
- 3.4. Restrictions in services**
 - The services provided by Contracted Party shall be limited to the Services listed in the Agreement and – where applicable – the Property-related work instructions drawn up in mutual consultation by Client and Contracted Party.
 - Under no circumstance may the services that are to be provided relate to breaking work strikes, being in any way involved in political or similar disputes, or becoming involved in disputes between Client and one or more third parties or comparable activities.
- 3.5. Criminal offences**
 - In the event Contracted Party becomes aware of a criminal offence, this shall be reported to Client. Client shall be authorised to report the criminal offence to the police. Contracted Party shall reserve the right to make a report to the police if failure to do so could damage the Contracted Party or if failure by Contracted Party would cause it to commit a criminal offence. Police reports made by Contracted Party shall be for the responsibility of Client. Contracted Party may never be held liable for any damage incurred by any third parties or by Client due to any police report made. Client shall indemnify Contracted Party against any such claims.
 - Any costs that Client incurs independently and/or with the cooperation of third parties to further investigate or bring to light a (possible) criminal offence, may not be charged to Contracted Party, unless with Contracted Party's prior written approval.

3.6. Keys

- For a two-month period after termination of the Agreement Contracted Party shall store the Keys made available for performing the Agreement. These keys are then destroyed for security reasons. Client shall collect the Keys within these two months. At the request of Client, Contracted Party may forward the Keys to Client. Contracted Party shall be entitled to charge Client for the relevant costs.
- If the keys are lost or become lost during the Agreement, Client shall be obliged to arrange for new locks and/or key systems and new keys on behalf of Contracted Party within 48 hours. Contracted Party shall not in any way be liable for any damage that occurs after expiry of the 48-hour term. For damage that occurs within the 48-hour term, please refer to Article 2.12.

Article 4: FEE

4.1. General

- Client shall be obliged to pay the Fee agreed for the agreed Services in full and on time. Client shall not qualify for any discount or set-off.
- The prices charged by Contracted Party shall be exclusive of VAT and any other levies, and exclude any costs to be made under the Agreement, unless agreed differently.

4.2. Price change

If during the term of the Agreement changes occur that drive up the cost price, which in any case should be considered to include increases following amendments to wages and other conditions of employment, additions to the wages and other Labour Condition costs or increases in premiums, higher premiums for social security, higher expenses paid, and increases in direct and indirect (external) costs, Contracted Party shall be entitled to increase the price agreed with Client during the Agreement, subject to existing or future statutory regulations. This authority shall take effect three months after the Contracted Party and Client have signed the Agreement.

Article 5: PAYMENT

5.1. Invoicing and payment terms

Client shall be obliged to pay the invoice within 14 days after the date of invoice, in a manner to be specified by Contracted Party, unless a different payment term has been stipulated in the invoice. In the event no payment is made within the term stipulated, Client shall legally be in default. Without further notification or notice of default being required, Client shall be liable to pay the statutory commercial interest on the invoice amount, calculated from 14 days after the date of invoice. Client shall also be liable to pay all reasonable costs which Contracted Party incurs for extrajudicial compensation, including costs for a debt collection agency, legal counsel and/or bailiff. Contracted Party shall be entitled to charge at least 15% of the invoice amount as extrajudicial costs upon payment after the (agreed) payment term; in the event the actual costs of extrajudicial measures are higher, Client shall be liable to pay this higher amount.

5.2. Partial dispute and suspension

- In the event Client disputes the accuracy of one or several invoices in part, Client shall continue to be liable to pay the non-contested part of these invoices within the payment term. An invalid dispute shall never constitute valid reason for a full or partial refusal by Client to pay the invoices of Contracted Party.
- In the event Contracted Party's invoices are not paid on time, it shall be entitled to suspend its work until Client has met its obligations in full.
- In the event Contracted Party's invoices are repeatedly paid late, Contracted Party shall be entitled to require a down payment, contrary to the agreed payment terms, of up to three times the last term invoice.

5.3. Allocation of payments

Payments made by Client shall first be set off against interest and costs due, and then against those invoices that have been outstanding the longest, even if Client states that a payment relates to a later invoice.

Article 6: TERM AND TERMINATION OF THE AGREEMENT

- Agreements may be entered into for an indefinite or a definite period of time. The choice by the parties shall be set down in a separate Agreement subject to the stipulations of Article 2.2.
- Indefinite period**

By the end of each calendar year either party shall be entitled to terminate an Agreement for an indefinite period by means of a registered letter, subject to a three-month notice period.
- Definite period**

A definite Agreement shall be deemed to have been extended for the same period after expiry of the agreed period, unless Client or Contracted Party has sent a registered letter no later than three months before the date of expiry that the Agreement shall expire at the end of the term.
- Dissolution**

Either party shall be entitled to dissolve the Agreement if the other party - after expiry of a reasonable term set out in a written notice of default - fails to observe its obligations under this Agreement. Either party shall also be entitled to dissolve the Agreement with immediate effect in the case of bankruptcy or suspension of payment of the other party, or in the event the Debt Management Natural Persons Act (*Wet Schuldsanering Natuurlijke Personen*) is applied to the other party. Parties shall not be entitled to claim dissolution of the Agreement with retroactive effect. No obligations to revoke will arise.

Article 7: FORCE MAJEURE

- Description**

In these General Terms and Conditions *force majeure* shall be understood to mean all circumstances, anticipated and otherwise, which cannot be attributed to Contracted Party, and which prevent Contracted Party from meeting its obligations in whole or in part. This shall in any case include terrorism, malicious contamination, as well as any measures imposed by government and/or third parties to avert the threat of terrorism and/or malicious contamination, or - if this threat has materialised - to contain the consequences. It shall also include strikes within Contracted Party's company, strikes elsewhere that prevent Contracted Party from providing its services, failure by suppliers of Contracted Party to meet their obligations, and extreme weather and traffic conditions.
- Consequences**
 - In the event of *force majeure*, Contracted Party shall be entitled to suspend the execution of the Agreement without recourse to the court for a period of up to six months, or to dissolve the Agreement, without this creating an obligation for Contracted Party to pay damages. Contracted Party shall also have the right to invoke *force majeure*, if the circumstance that prevent (further) observance emerges during the execution of the Agreement. If Contracted Party invokes *force majeure*, Client shall be entitled to dissolve the Agreement after six months.
 - In the event Contracted Party has already met part of its obligations as the *force majeure* occurs, or can meet only part of its obligations, it shall be entitled to submit a separate invoice for what has already been executed or what may be executed. Client shall be obliged to pay this invoice as if it were a separate contract.

Article 8: INTELLECTUAL PROPERTY

The intellectual property rights to the documents issued by Contracted Party, including reports, advice, designs, drafts, descriptions, drawings, software and computer programs it has supplied, shall remain the property of Contracted Party. The relevant documents may be used solely by Client and may not be copied, published or made known to third parties without Contracted Party's prior written approval.

Article 9: CONFIDENTIALITY

Both parties shall be obliged to keep confidential all information they receive from each other or from another source as part of the Agreement. Information shall be considered confidential if designated as such by either party, or if it is apparent from the nature of the information.

Article 10: STAFF

- Requirements**

Contracted Party shall select the Staff for the Services to be performed for Client based on information provided by Client, subject to the requirements that the Staff must meet under the Agreement between the parties and legal stipulations. Within this framework Contracted Party shall be free in choosing its Staff. If it appears that Staff deployed by Contracted Party do not meet the requirements agreed and will not be able to meet these requirements within a reasonable term, or structurally fail to perform the work adequately, Contracted Party shall replace the Staff in question at the written request of Client, stating the reasons and following consultation with Client.
- Induction and training**

If Contracted Party Staff needs to be given induction training by Client and/or needs special training to perform the work for Client, then costs related to this shall be for the account of Client.
- Staff takeover**

For the term of the Agreement between parties and within six months after its expiry, Client shall not hire any Contracted Party Staff and/or have Contracted Party Staff perform any work for it or for third parties, under penalty of €15,000 per violation, payable immediately, increased by the sum of €1,000 for each day the violation of this Article persists, without prejudice to Contracted Party's right to full compensation.

Article 11: COMPLAINTS

Complaints about the performance of the Agreement must be reported in writing by Client to Contracted Party within 8 days after the failure in the performance was discovered or could have been discovered, accurately stating the nature and scope of the complaints. If Contracted Party finds a complaint founded, Contracted Party shall perform the Services again as agreed, unless this has become impossible or pointless. If the performance of the Services agreed has become impossible or pointless, Contracted Party's liability shall be restricted to the stipulations of Article 2.12.

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Article 12: LIABILITY

- Limitations**

Contracted Party shall be liable solely for direct damage, due to gross negligence or intent - to be demonstrated by Client - by Contracted Party in performing its obligations arising from the Agreement signed between parties. Contracted Party shall not be liable for any trading loss and resulting damage, including in any case profit losses. Contracted Party can never be held liable for any damage that is the result of an event that is related (either directly or indirectly) to terrorism or malicious contamination.

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- Contracted Party shall not be liable for any damage that is unavoidable in the correct performance of the Services, or that is the result of urgent actions necessitated by circumstances. The rules of management of another's affairs (Section 6:198-202 of the Dutch Civil Code) shall apply in full.
- Contracted Party shall never be liable for any implications arising from the accuracy of data issued by or on behalf of Client. Contracted Party shall not be liable either for any inaccuracies or incompleteness resulting from relaying or forwarding details, delays or errors in the transmission of data, communication errors, problems in reaching persons designated by Client, (consequences of) computer, pager, telephone or fax disruptions, programming errors, faults or disconnections on a landline, for whatever cause.
- The liability of Contracted Party shall in any case be limited to the compensation of Contracted Party agreed on an annual basis, up to €50,000 per event or a series of connected events, and up to a maximum of €1,000,000 per Client per year. Liability shall be limited up to the maximum amount paid by Contracted Party's insurance company. At the request of Client, Contracted Party shall supply information about its company's liability insurance. For damage that is the result of the Contracted Party losing Keys it was entrusted for the performance of the Agreement, liability shall be limited to €2,500 per event, up to a maximum of €10,000 per Client per year.
- 12.2. Defence**
All Staff may invoke against Client all defences arising from the Agreement, as if they were a party to the Agreement.
- 12.3. Exemption**
Client shall indemnify Contracted Party against any third party claims towards Contracted Party in respect of loss of or damage to Properties and matters for which Contracted Party performs Services. Client shall also indemnify Contracted Party against claims from Staff to compensation for damage incurred during the performance of the work or during the performance of the Services for Client, where the damage is the result of serious intent or conscious recklessness by Contracted Party.

Article 13: COMPETENT COURT AND APPLICABLE LAW

Disputes that arise from the Agreement and its observance shall be settled by the competent court in The Hague, or by any other competent court, if preferred by Contracted Party. Every Agreement between Contracted Party and Client shall be governed by Dutch law.

PART II. SEGMENT STIPULATIONS/SPECIAL ACTIVITIES

Article 14: ALARM CENTRE

14.1. Notification and data processing

- Contracted Party shall notify only those institutions and persons as instructed in writing by Client. Contracted Party shall observe the order specified by Client where possible, but shall not be bound by it. Contracted Party cannot guarantee an adequate response by the notified Persons and/or government agencies.
- Contracted Party shall have the right to store written data from Client in a digital databank. Modifications to these data must be submitted in writing by Client to Contracted Party. Alterations submitted by Client will be processed in this database. At the request of Client, Contracted Party shall send an up-to-date overview of the data recorded in the database.
- In a dispute involving the alerts recorded by the Alarm Centre sent by the Alarm System and/or Client data registered in the Alarm Centre, the alert records or the databank of the Alarm Centre shall have prevalence.

14.2. False alarm

To prevent false alarms going out to the police and/or another government agency, the Contracted Party shall have the right to first verify an alarm notification with Client. In the event of more than 10 false alarm notifications, Contracted Party shall be entitled to compensation of €15 plus VAT per false alarm, or, following a written warning, terminate the Agreement with immediate effect.

14.3. Alarm System and connection

- Client shall be responsible for placing an Alarm System that is suitable for connection to the Alarm Centre of Contracted Party, maintaining the connection, the timely operation and disconnection of the Alarm System and the use of the Alarm System in accordance with the instructions.
- Client shall instruct third parties (including Staff and/or housemates and/or lessees) who for the correct implementation of this Agreement must be familiar with operating the Alarm System and the procedure followed for an alarm notification.
- Contracted Party shall not be responsible for any implications of disruptions or defects in the Alarm System and/or the connection, for whatever cause.
- Client shall provide Staff of Contracted Party access to the Property to perform the necessary work on the Alarm System.

14.4. Trial period and tests by Client

- The first fourteen days after connection of the Alarm System to the Alarm Centre shall be deemed the trial period. During the trial period, alarm notifications shall only be forwarded to Client, unless expressly agreed otherwise by parties.
- Client may test the Alarm System from time to time, provided the Alarm Centre has received prior notification. In the event the Alarm Centre has not received prior notification, and an alarm is therefore reported, this shall count as a false alarm and be charged on.

Article 15: MESSENGER SERVICE

15.1. General

Contracted Party cannot guarantee the accessibility of the persons who have been designated to receive the messages. Contracted Party shall only be obliged to relay messages and will therefore not meet requests for information or comments, or deal with any complaints. Contracted Party cannot be held liable for any damage caused by designated persons not being available.

15.2. Data

Registration and alteration of Client data by the Alarm Centre of Contracted Party shall be governed by paragraph 3.1.1 of these General Terms and Conditions.

15.3. Additional compensation

If the actual number of messages reported over a three-month period exceeds the agreed number, Contracted Party shall charge for the number of extra messages, in proportion to the compensation for the number of messages agreed.

15.4. Telephone compensation

Client shall be responsible for ensuring that Client's telephone is switched through to the Alarm Centre of Contracted Party, and that its customers contact the Alarm Centre of Contracted Party between the times agreed by means of the dedicated telephone line. Contracted Party can never be held responsible for any disruptions to or faults in the telephone connection, arising from whatever cause.

Article 16: ALARM RESPONSE AND MOBILE SURVEILLANCE

16.1. External Alarm Centre

If Client is not connected to the Alarm Centre of Contracted Party, but to an External Alarm Centre, Contracted Party shall never be responsible or liable for the functioning of this Alarm Centre and the accuracy of the information provided by this Alarm Centre. The External Alarm Centre shall be responsible for the registration and alteration of the alarm notification addresses and response patterns and shall ensure that the persons designated by Client are contacted. In the event registration and alteration do take place in the Alarm Centre of Contracted Party, paragraph 3.1.1 of these General Terms and Conditions shall apply in full.

16.2. Unnecessary check following Alarm Response

All unnecessary controls shall be registered as an Alarm Response and charged to Client, irrespective of their cause. If the security guard has to travel to the Property at the request of Client, and there is no Alarm notification, Client may also be charged for the Alarm Response.

16.3. Obstructing surveillance for Mobile Surveillance

The controls or visits by a mobile security guard to the Property may be carried out during a surveillance round that also includes inspections of Properties for other customers, in order to keep the security costs to a reasonable level. The security guard may need to urgently investigate another Property or assist another security guard, which may delay the control of Client's Property, or which may even interrupt it or cause it to be abandoned. Contracted Party shall not be liable for any damage incurred by Client arising from such obstruction.

16.4. Opening and closing rounds

Contracted Party shall not be liable for any delays in opening and closing the Property, which are the result of any unforeseen circumstances, such as unusual traffic congestion and weather conditions.

Article 17: PROPERTY SECURITY AND SERVICES

17.1. Schedule

Contracted Party shall make the Staff required available in accordance with a schedule agreed with Client. Additional hours shall be charged separately to Client. Short shifts of less than three hours shall be charged for a minimum of three hours.

17.2. Fewer hours

If at the request of Client Contracted Party performs fewer hours than provided for in the schedule, this shall not result in a reduction of the price.

17.3. Corporate rules

Staff of Contracted Party shall observe the regulations and/or corporate rules that apply to the Property, subject to the Staff's remit.

Article 18: RISK MANAGEMENT

18.1. Availability

- If within the framework of the Risk management, Contracted Party makes Staff available to Client for the term of a project, Client shall immediately inform Contracted Party in writing as soon as it knows the project's end date, in any case one month before the project's termination.
- Client shall guarantee that the hours worked by Staff meet the VPB Collective Labour Agreement and all legal stipulations. Commencement and duration of holidays shall be adopted in mutual consultation between Client, Contracted Party and the Staff made available.
- Client shall pay Staff for all the work agreed, plus any extra hours worked and the costs incurred by Staff, unless Staff did not work due to illness, disability or work leave or another reason that is classified as risk born by Contracted Party. If work is performed outside the usual working hours, the allowances agreed with Client shall apply.

- Contracted Party shall invoice on the basis of the Staff's timesheets signed for approval by Client. Client shall be responsible for the correct completion of the hours worked, the extra hours, and the expenses incurred by Staff.
- If Client refuses to sign the timesheets for approval, Contracted Party shall have the right to determine the number of hours worked by Staff in accordance with the hours reported by the employee or, if there is no such report, to be determined based on the scope of the employment.

Article 19: ADVICE, INVESTIGATION AND DAMAGE ASSESSMENT

19.1. General

- Client undertakes to guarantee the objectivity and/or integrity of Contracted Party. If Client cannot or can no longer meet this obligation, Contracted Party shall be entitled to dissolve the Agreement immediately, without notice of default being required.
- Contracted Party shall perform its Services and activities to the best of its knowledge and ability, subject to statutory regulations and the (privacy) code of conduct of the VPB ARS (Advice, Investigation and Damage Assessment) Division.

19.2. Report

- Assignments shall be concluded by means of a findings report submitted by Contracted Party to Client.
- Whenever deemed necessary by Contracted Party, or when agreed with Client, Contracted Party shall submit an interim report to Client.
- Contracted Party shall save all registrations, data, correspondence, documents and other documents relating to the acceptance and performance of the assignment for a term of at least five years following submission of the final report. Draft documents shall be stored for a minimum of one year. Other goods belonging to Client shall be returned with the final report.

19.3. Strategic partners

If and to the extent Contracted Party deems such necessary for the proper performance of the assignment, it shall seek the assistance of one or more persons or agencies it deems expert, as and when needed in consultation with Client. The costs of these experts shall be for the account of Client.

Article 20: EFFECTIVE DATE

The above General Terms and Conditions for the performance of the Services by Contracted Party shall enter into effect on the day on which they are filed, namely 25 November 2010. They must be quoted as General Terms and Conditions for the Performance of Services by Members of the *Vereniging van Particulere Beveiligingsorganisaties* (V.P.B.).
Registration number: 40408011