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## **EWS GENERAL TERMS AND CONDITIONS PROVISION OF SERVICES**

### **Article 1: Definitions**

Services: the services referred to in the Agreement, which EWS will provide for the benefit of the Client

EWS: EWS GROUP UK LIMITED, listed in the Commercial Register of the Chamber of Commerce under number 11652581

Client: the person or legal entity that has issued the assignment to EWS

Agreement: agreement concluded between EWS and the Client

Party: EWS or the Client

Parties: EWS and the Client, jointly

Terms and Conditions: these general terms and conditions.

### **Article 2: Applicability of the Terms and Conditions**

2.1 The Terms and Conditions apply to every offer, every Agreement and all other legal relationships between EWS and the Client.

2.2 If the Agreement contains provisions that derogate from these Conditions, the provisions of the Agreement will prevail.

2.3 In the event of any conflict between or lack of clarity about translations of the text of these Conditions, the English-language text of these Conditions will always prevail. In the event of any conflict between or lack of clarity about translations of the legal terminology in these Conditions, the Dutch-language text of these Conditions will always prevail.

2.4 If the Parties have concluded an Agreement to which the Terms and Conditions also apply, the Client will be deemed to have also agreed to the applicability of the Terms and Conditions to any further agreement concluded verbally or otherwise by or on behalf of the Client.

2.5 EWS is authorised to unilaterally amend the Terms and Conditions. The amended Terms and Conditions will be published on EWS's website and sent to the Client immediately upon request.

### **Article 3: Formation of the Agreement**

3.1 Offers by EWS, regardless of their form, are free of obligation. Such offers do not bind EWS and are merely considered an invitation for the Client to issue an assignment to EWS, and they may be revoked by EWS as long as no Agreement has been concluded. Offers do not automatically apply to future orders.

3.2 If an offer by EWS mentions a term of validity and/or other specific conditions, the Client can only take up the offer by accepting it and/or complying with the set conditions within the term set for that purpose.

3.3 The Agreement is formed as soon as EWS receives a written confirmation of assignment approved by the Parties or if EWS has started with the performance of the Agreement. The Agreement replaces and supersedes all previous written or verbal proposals, correspondence, arrangements or other communications between the Parties.

3.4 The Client is only authorised to cancel an assignment already placed prior to the formation of an Agreement with the permission of EWS and in so far as the Client reimburses the costs already incurred by EWS.

3.5 Subsequent additional arrangements or amendments to the Agreement and/or Terms and Conditions, as well as (verbal) arrangements or commitments made by EWS personnel or by third parties on behalf of EWS, will only bind EWS if these have been confirmed in writing by EWS by duly authorised persons. EWS may attach reasonable conditions to any such confirmation.

#### **Article 4: Responsibilities of the Client**

4.1 Prior to the conclusion of the Agreement, the Client will provide in writing all useful and necessary information, documents and data that EWS requires for the Services, and the Client guarantees that all such information is correct.

4.2 The Client guarantees that EWS will at all times be able to provide the Services safely and without interruption. The Client will immediately inform EWS in writing of any facts and circumstances (such as potentially dangerous situations and health risks) that are or may be relevant in connection with the performance of the Agreement.

4.3 If EWS performs Services at a location designated by the Client, the following provisions will apply:

- a. When requested to do so, the Client will immediately release the relevant location in good time for EWS's personnel and/or the third parties engaged by EWS;
- b. The Client will grant EWS's personnel and/or the third parties engaged by EWS access to the relevant location and to any other spaces where, in the opinion of EWS, such access is necessary or useful for the performance of its work;
- c. The Client will ensure that the locations where, in the opinion of EWS, instruments or equipment must be assembled and/or installed, are easily accessible and available;
- d. The Client has the required approvals, authorisations, permits, licences and admissions so that EWS can perform or arrange the performance of the Services at the designated location;
- e. The Client will ensure that EWS has all necessary and useful items at its disposal free of charge, unless EWS itself is to arrange those items pursuant to the Agreement;
- f. The Client will ensure that, in accordance with the instructions of EWS, all necessary utilities and/or water supply and discharge facilities are available;
- g. The Client is responsible for the safety of the location and of the employees of EWS present at the location and/or third parties engaged by EWS;
- h. Materials used by EWS in the context of the Agreement are and will remain the property of EWS. The Client will never leave such items unattended and will safeguard this as befits a good custodian.
- i. EWS is authorised at all times to inspect the location.

4.4 If the Client fails to comply in full with its obligations pursuant to the provisions of Article 4.3, EWS will be entitled to recover the costs it incurs as a result of this from the Client.

4.5 The Client will carefully and in good time follow the instructions of EWS in the context of the performance of the Agreement.

4.6 The Client will ensure that it has an adequate digital system for receiving, reading and/or processing information sent digitally by EWS (such as reports, visual material, correspondence and invoices).

4.7 If the Client fails to comply with its obligations under the Agreement and/or the Terms and Conditions, EWS will be entitled to suspend the performance of the Agreement until the Client has fully complied with its obligations again. Any such suspension by EWS does not affect the Client's payment obligation and other obligations to EWS.

#### **Article 5: Prices and Payment**

5.1 All prices quoted by EWS or agreed with the Client are:

- a. in euros, exclusive of VAT and any other government levies;
- b. exclusive of travel and accommodation expenses and other costs and expenses, including costs charged on by third parties to EWS in the context of the performance of Services, unless agreed otherwise in the Agreement;
- c. based on the cost price level of substances and/or materials to be used and/or processed at the time of the formation of the Agreement.

All costs in connection with payment, including costs of providing payment security, will be at the Client's expense.

5.2 EWS will invoice the Client for the Services in accordance with the Agreement. The Client must pay the invoices from EWS within the payment term shown on the relevant invoices. Such a term is a strict deadline within the meaning of Section 6:83(a) of the Dutch Civil Code. If EWS has not received full payment within the payment term, the Client will owe the statutory commercial interest (pursuant to Section 6:119a of the Dutch Civil Code). In that event, EWS will also be entitled to terminate the Agreement with immediate effect.

5.3 Subject to other arrangements made between the Parties as laid down in the Agreement, EWS will be entitled to increase the agreed prices if an increase in the cost price of the Services gives cause to do so and, in view of the scope of that increase, EWS cannot reasonably be required to maintain the prices unchanged. EWS will inform the Client of this in writing in good time. Any price increase will take effect no earlier than 30 (thirty) days thereafter and will apply to the Services performed by EWS from that time on.

5.4 EWS is entitled to require the Client to pay in advance and/or provide (additional) security in a form to be determined by EWS. If the Client fails to make the required advance payment and/or to provide the requested security, EWS will be entitled – without prejudice to its other rights – to immediately suspend the performance of the Agreement and everything the Client owes EWS will be immediately due and payable.

5.5 All court and out-of-court costs incurred by EWS because the Client fails to perform its payment obligations and/or other obligations under the Agreement and/or these Terms and Conditions will be at the Client's expense.

5.6 Payments by the Client will always serve first to settle the court and out-of-court costs incurred by EWS, then to settle any interest owed and lastly to cover any damage or loss incurred by EWS. Only then will the payments be deducted from the longest outstanding invoice, regardless of whether that invoice is related to the Agreement or ensues from another agreement.

5.7 The Client is not permitted to suspend its payment obligations or to set off its claims against those of EWS.

## **Article 6: Performance of the Agreement**

6.1 EWS will observe the due care of a reasonably acting and competent professional service provider in performing the Agreement. In performing the Agreement, EWS has a best-efforts obligation, except if – and in so far as – expressly provided otherwise in the Agreement.

6.2 EWS will determine the manner in which the Agreement is to be performed, taking into account the interests communicated by the Client as much as possible. EWS has the right to engage third parties in the performance of the Agreement without having to obtain the Client's permission.

6.3 All terms mentioned by EWS for the performance of the Services are merely indicative and will in no event constitute strict deadlines within the meaning of Section 6:83(a) of the Dutch Civil Code. In the event of non-timely delivery, the Client must provide written notice of default to EWS and give EWS a reasonable term within which to perform its obligations.

6.4 If the delivery of the Services is delayed through no fault of EWS, the delivery term will be extended in so far as necessary. The delivery term will also be extended if the delay arose on the part of EWS due to the Client's non-compliance with any of its obligations, or failure in its duty of cooperation, under the Agreement.

6.5 If EWS also transports goods or arranges goods to be transported pursuant to the Agreement and/or on account of the Services to be performed by EWS, the Client will bear the costs and risks of the transportation, unless expressly provided otherwise in the Agreement.

## **Article 7: Performance of the Agreement and Additional Work**

7.1 If during the performance of the Agreement, it emerges that in order to perform the Agreement properly, changes or additions need to be made to the Services yet to be performed, the Parties will amend the Agreement through mutual consultation.

7.2 If the assignment to EWS is amended after the formation of the Agreement, EWS is entitled to increase or decrease the agreed price accordingly, even if that increase or decrease is caused by foreseeable circumstances. EWS will notify the Client of any such price increase or price reduction as soon as possible.

## **Article 8: Inspection and Complaints**

8.1 The Client is obliged to immediately investigate upon (each) delivery of Services whether that which the Parties have agreed has actually been delivered.

8.2 If the Agreement is performed in phases, EWS is entitled to postpone the work that is part of the next phase until the Client has approved the results of the preceding phase in writing and/or has paid the invoices underlying that phase.

8.3 The Client must report any alleged defects to EWS in writing, including a detailed description thereof, within 24 (twenty-four) hours after delivery of the relevant Services, or, if such defects are only found later, within 24 (twenty-four) hours thereafter, but never later than 30 (thirty) days after delivery of the relevant Services. EWS will not consider complaints reported after the terms referred to in this article. If such complaints are not reported in good time, the Services will be deemed to have been correctly performed and accepted. The accounting records of EWS will be decisive in this respect.

8.4 Complaints regarding invoices must be reported to EWS in writing within 8 (eight) days of the invoice date. Complaints do not affect the obligation to pay the relevant invoices in good time.

8.5 If in the opinion of EWS a complaint by the Client is well-founded, EWS may opt to either adjust the fee charged, improve or re-perform the rejected Services free of charge, or to cease performing the Agreement in full or in part in return for a refund of all or part of the fee paid.

8.6 Any complaint does not entitle the Client to suspend its obligations in full or in part.

## **Article 9: Safety**

9.1 As soon as a Party becomes aware of a defect or suspected defect in the delivered Services, due to which goods or spaces in respect of which the Services are provided do not (or will no longer) comply with the applicable statutory safety regulations, that Party must inform the other Party of this in writing immediately and of its own accord. The Party in question will in any event specify the following (where applicable):

- a. the type of defect and – in so far as reasonably known – its potential consequences for humans, animals and/or the environment;
- b. a precise description of the (suspected) safety risks; and
- c. any other information that may be relevant to compliance with the aforementioned statutory provisions.

9.2 If in the opinion of EWS more information is needed for the investigation into potentially unsafe situations or the measures to be taken, the Client will upon EWS's request immediately provide all relevant information that it has or reasonably ought to have available.

9.3 If one of the Parties considers it necessary to issue a statement to the market and/or regulatory authorities in the context of safety, it will inform the other Party of this immediately in writing. The Parties will lend each other all necessary cooperation to this end. The Client will not issue any such warning without prior consultation with EWS. The Supplier will not make any communication to third parties regarding such a statement, unless EWS has given prior written permission for this.

## **Article 10: Force Majeure**

10.1 Force majeure on the part of EWS shall be deemed to exist where EWS is prevented from complying with its obligations under the Agreement as a result of circumstances that have arisen through no fault of EWS and which are beyond its control. In the event of force majeure, EWS will be released from its obligation to perform the Agreement for as long as the period of force majeure continues. Force majeure is understood to include: any attributable on non-attributable failure on the part of third parties engaged by EWS in the performance of the Agreement, strikes, illness, (technical) disruptions (including in

telecommunications), power failures, lack of raw materials, transport restrictions, amended regulations, government measures, a pandemic, national or local emergencies, terrorism or the threat of terrorism, (extreme) weather conditions, natural disasters, war and/or the threat of war and/or any situation that poses a risk to the health of EWS personnel.

## **Article 11: Termination of the Agreement**

11.1 If the Parties have entered into a fixed-term Agreement, the Client is not entitled to terminate the Agreement early. In other cases, the Parties are entitled to terminate the Agreement in writing, by registered letter, with due observance of a notice period of at least 3 (three) months. The Client will in that case continue to owe the full agreed price, less the costs saved by EWS as a result of the early termination of the Agreement.

11.2 In the event that the performance of the Agreement is impeded or delayed due to force majeure, EWS will be entitled to immediately either suspend the performance of the Agreement in full or in part, or to terminate the Agreement in full or in part by registered letter, without EWS being obliged to pay any compensation or being subject to any repayment obligation. In the event of partial termination, the Client will be obliged to immediately pay EWS the agreed price according to the status of the Services performed by EWS.

11.3 If the Client fails to comply with any of its obligations under the Agreement or under any other agreement related to the Agreement, or if the Client fails to do so properly and/or in good time, or if there is a good reason to fear that the Client is or will be unable to comply with its obligations to EWS, then EWS will be entitled to either suspend the performance of the Agreement, or to terminate the Agreement in full or in part by registered letter, without having to give notice of default to the Client.

11.4 In the event of termination for a failure in performance as described in Article 11.3 above, the Client will continue to owe the full agreed price, without prejudice to the right of EWS to claim full compensation of the damage or loss incurred by it as a result of the Client's failure(s). The agreed price or its remainder will be immediately due and payable after such termination.

11.5 EWS is authorised to terminate the Contract with immediate effect by giving notice by registered letter if:

- a. the Client is subject to a moratorium or bankrupt or a petition has been filed to this end;
- b. the Client is dissolved, ceases to exist due to a merger, or otherwise in effect ceases its activities;
- c. there is a substantial change in the composition of the Client's management board or management, or in the control over the Client.

11.6 In the event that EWS terminates the Agreement for a failure in performance, or terminates the Agreement by giving notice as described above, any amounts already invoiced and still owed, including reasonable compensation for the work performed for the Client until the end of the Agreement, plus any unavoidable costs EWS will incur after the end of the Agreement, will be immediately due and payable.

11.7 Without prejudice to the provisions of Article 11.8 of the Terms and Conditions, termination of the Agreement by the Client for a failure in performance is only possible in the event of an attributable failure by EWS, and after the Client has given EWS proper written notice of default by means of a registered letter that gave EWS a reasonable period to remedy its failure, and after EWS has failed to perform its obligation or obligations within that period, provided that this failure is serious enough to justify such termination. Such termination will only have effect for the future and will never lead to any obligation to undo within the meaning of Section 6:271 of the Dutch Civil Code.

11.8 Except in the case of intent or gross negligence on the part of EWS, any exceeding of the delivery term will not entitle the Client to terminate the Agreement in full or in part, nor to compensation of any damage or loss incurred by the Client.

11.9 Any and all claims EWS has or will acquire against the Client after termination of the Agreement are immediately and fully due and payable after termination.

11.10 Upon EWS's request, the Client must immediately return to EWS all goods, items and documents belonging to EWS which the Client has in its possession or, when requested by EWS, destroy, remove and/or erase them.

## Article 12: Liability

12.1 EWS will only be liable for any damage or loss arising during or in the context of the performance of the Agreement up to at most the amount that is paid out under its liability insurance in the relevant case, less the amount of the deductible. Payment will be made under the conditions of said insurance cover. EWS is not obliged to enforce rights under that insurance if it is held liable by the Client.

12.2 Any consequential damage or loss, indirect damage or loss, including but not limited to financial loss, loss of profit, loss of income, damage to property of the Client or of third parties, damage or loss due to loss of data, or other trading loss incurred by the Client will not qualify for compensation by EWS, regardless of the manner in which it has arisen.

12.3 EWS will not be liable for any damage or loss caused by intent or gross negligence of its subordinates and/or non-subordinates for whom EWS is liable pursuant to the law. Not even in the case of gross negligence or intent. In case of Agreements relating to the fumigation by EWS of containers intended for import or export, EWS reserves the right to outsource the logistics part that may form part of the Agreement, to third parties. However, regardless of the provisions of Article 12.1, EWS cannot be held liable for any damage that arises during the execution of such outsourced logistics services.

12.4 EWS stipulates all legal and contractual defences that it can invoke to avert its own liability to the Client, also on behalf of its subordinates and non-subordinates for whose conduct it is liable pursuant to the law.

12.5 EWS will not be liable for any damage or loss that arises from the fact that the Client or any employees of the Client failed to follow advice issued by EWS verbally or in writing.

12.6 Without prejudice to the provisions of Article 12.1, EWS's liability will in all cases be limited to the fee agreed upon, or part thereof, and paid by the Client for the Services to which the liability relates.

12.7 The preceding provisions do not affect any liability pursuant to mandatory law.

12.8 The Client indemnifies EWS against third-party claims for any damage or loss caused by the Client or for which EWS has excluded its own liability to the Client.

12.9 The Client indemnifies EWS against third-party claims for any damage or loss caused by the Client or for which EWS has excluded its own liability to the Client.

12.10 Each of the Parties has taken out insurance for its liability to the other Party and/or third parties in respect of the provision of the Services.

## Article 13: Confidentiality

13.1 The Client is obliged to observe absolute confidentiality with regard to all data, information and documents it receives from EWS. This provision will not apply if the Client is obliged to disclose such information pursuant to a statutory obligation or a court order. In that case, the Client will immediately notify EWS of this.

13.2 The Client will also impose the obligation referred to in this article on its employees or other third parties concerned who are involved in the performance of the Agreement on its behalf.

13.3 Due to the nature of the provisions, this article will remain in full force and effect even after termination of the Agreement.

## Article 14: Other Provisions

14.1 The Client may not transfer the Agreement or any rights and obligations arising from it to third parties without the explicit prior written permission of EWS.

14.2 If any provision of these Terms and Conditions is null and void or is voided, or if EWS is unable to rely on a provision for any other reason, EWS will be entitled to replace the provision in question with a valid and enforceable provision that reflects the object and purpose of the original provision as much as possible. In that case, the other provisions will remain in full force.

14.3 Any intellectual and industrial property rights or any claim thereto with regard to the Services to be performed by EWS and the methods and products that EWS uses within this context and which have been developed by or on behalf of EWS are vested in EWS, its licensors or its suppliers. The Client will under no circumstances dispute or contest the intellectual and/or industrial property rights of EWS, nor undertake attempts to register any of those rights or otherwise obtain protection of those rights in its own favour.

#### **Article 15: Applicable Law and Competent Court**

15.1 Dutch law applies to these Terms and Conditions and to all Agreements and other legal relationships of whatever nature between the Parties.

15.2 If a Party is of the opinion that there is a dispute, that Party will inform the other Party of this as soon as possible in writing, providing a summary of the matter which according to that Party is disputed. Subsequently, the project leaders of EWS and the Client, or persons to be designated from among their midst, will jointly endeavour to seek a solution that is acceptable to both Parties. The Parties will only be authorised to submit the dispute to the court referred to in paragraph 3 below if, in the opinion of one or both of the Parties, no solution that is acceptable to it/them can be found within a reasonable period. This is without prejudice to the right of the Party in whose opinion the matter in dispute is so urgent that it permits no delay to submit it to the president of the competent district court in order to request injunctive relief.

15.3 The competent court, being the District Court of Zeeland-West-Brabant, Breda location (the Netherlands), will have exclusive jurisdiction to hear all disputes between EWS and the Client, except if the Client's registered office is not in the Netherlands or Belgium. EWS may derogate from this rule of jurisdiction and apply the statutory rules of jurisdiction.

15.4 If the Client's registered office is not in the Netherlands or Belgium, all disputes arising from or in connection with this Agreement will be settled definitively in accordance with the Arbitration Rules of the International Chamber of Commerce by one arbitrator appointed in accordance with the aforementioned Rules. The arbitration proceedings will be conducted in the Dutch language and the arbitration will take place in Breda, the Netherlands.

