

# General Supply Terms

## INTERNATIONAL PROTECTION SERVICES



### General

#### Article 1.1

These specific supply terms of International Protection Services, hereinafter referred to as "Provider", shall apply to all agreements entered into by the Provider in relation to his services, these being:

Services offered by Provider for event security comprise activities in the fields of personal security, consultancy, service provision, security and other activities with a focus on health and safety aspects during the organizing and execution of an event, in particular the safety of event visitors. The work activities are focused mainly on event organizers and suppliers, location managers, municipalities, public services including police, fire department, municipal health service (ggd), entertainers/artists, press and visitors.

Catering security and this service provision comprise activities in the fields of consultancy, service provision, security and other activities with a focus on health and safety aspects at and near catering facilities, in particular the safety of guests at the catering facility.

Other services performed by the Provider, as listed in the contract(s) as agreed with the Principal. These general supply terms constitute an inseparable part of the contract(s).

Provider is not bound to the general conditions declared applicable by Principal, unless Provider has explicitly accepted those conditions in writing. If the general terms and conditions of both Provider and Principal apply, the general terms and conditions of Provider shall prevail.

If one of more provisions in these general terms are rendered null or void, the remaining provisions in these general terms shall remain in full effect. Instead of the provisions that are invalid or were declared null or void, provisions will be applicable that approach the original provisions as closely as possible with regards to the purpose and purport.

#### Article 1.2

Any and all general or specific supply terms of the Principal are not applicable, which he would declare applicable on the Agreement as listed in 1.1 and the phases prior to closing the Agreement,

are not applicable unless the Provider has expressly confirmed part or whole of these supply terms in writing.

#### Article 2.1

All offers and quotes presented by Provider are non-binding, unless the offer/quote contains a period for acceptance.

Provider is only bound by such an offer/quote if its acceptance is confirmed in writing by Principal within the deadline mentioned in the offer/quote. If Provider has not mentioned an acceptance deadline, the offer/quote shall expire 30 days after the date of offer/quote. Requests for delivery within 14 days after the request can be subject to a higher rate by the Provider.

#### Article 2.2

Cancellation of an assignment within 24 hours of the deadline by the Principal will be subject to a 100% compensation of total costs. Cancellation of an assignment within 48 hours of the deadline will be subject to a 50% compensation of total costs. Cancellation within 48 hours will be subject to a 10% compensation of total costs.

#### Article 2.2

In deviation from the determined provision in article 6:225 paragraph 2 of the Dutch Civil Code, the Provider is not bound by deviations in Principal's acceptance of Provider's offer/quote.

#### Article 2.3

In case of a composite offer/quotation for several services, Provider has no obligation to perform a part of the services for a corresponding portion of the agreed price, if the other part is not accepted.

#### Article 2.4

If the Principal does not completely fill out the acceptance for the services to be provided in the quote and does not return it with a valid signature, there shall be no agreement. The obligations of the Provider will first enter into force after his reception of the completely filled out and signed copy of the acceptance by the Principal and any other required documents and information.

### Working conditions and resources

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### Article 3.1

Principal commits to allow Provider to perform the Agreement under conditions that meet the legal safety requirements and other government regulations. The Principal shall ensure that all information and resources indicated by Provider as being necessary or that the Principal ought to reasonably understand to be necessary for the performance of the Agreement, is provided to Provider in good time in compliance with the Agreement. If Principal does not fulfil these obligations in a timely manner, Provider reserves the right to suspend the execution of the agreement and/or charge the Client additional cost according to the usual rates due to negligence, including costs as a result of Provider having obtained those resources.

### Article 3.2

If the Provider performs Services as part of the Agreement at or near the Event, the Principal shall make available all facilities reasonably deemed desired. In any case, these facilities shall comprise communication means, sufficient heating, lighting, power supply, toilets, telephone, fire extinguishing materials and a first aid kit. If Principal does not fulfil these obligations in a timely manner, Provider reserves the right to suspend the execution of the Agreement and/or charge the Client additional cost according to the usual rates due to negligence, including costs as a result of Provider having obtained those resources.

### Article 3.3

Principal shall configure and maintain the rooms, equipment and tools in which or with which the Staff of Provider provides its Services in such a way and take such measures and provide such instructions as reasonably necessary to prevent that the Staff suffers damage when providing the Services. Principal shall frequently inform Provider of the presence and the location of all materials and situations in or near the Event that could be considered to be dangerous for the Staff.

### Article 3.4

Clothing: During the service provision, the Staff shall equip the uniform of Provider unless otherwise agreed.

## **Staff**

### Article 4.1

Requirements: The Provider shall select the Staff for the Services to be performed for the Principal based on information provided by the Principal and in compliance with the Staff requirements pursuant to the Agreement between parties and law. Within this aforementioned framework, the Provider is at liberty to choose whatever Staff he deems fit. If the Staff as deployed by Provider prove unsuitable with regard to the agreed requirements and they shall be unable to meet these requirements within a reasonable time, or structurally perform the Services in an inadequate manner, the Provider shall replace the involved Staff after a written request by and in consultation with the Principal.

### Article 4.2

Coaching and training: If Provider's Staff is in need of coaching by the Principal and/or for the benefit of Principal's work activities is required to attend a training course, all associated costs shall be borne by the Principal.

### Article 4.3

A period of 4 consecutive hours shall be billed per hired Staff for each Service request.

### Article 4.4

Staff Acquisition: During the term of the Agreement and within six months after its termination, Principal shall not hire any Staff of Provider and / or have Staff of Provider perform work for him or third parties, under penalty of an immediately payable fine of € 5.000,00 per violation, plus an amount of € 1.000,00 for every day the violation of this article lasts, without prejudice to the right of Provider to full compensation of damages.

## **Service Provision**

### Article 5.1

By closing an Agreement as referred to here, the Provider commits himself to provide the agreed services. The Provider is obliged to perform his services to the best of his abilities and in adherence to statutory regulations and requirements.

### Article 5.2

The Principal commits to payment of the agreed sum between parties and the timely supply of correct and sufficient information that enables a service provision by the Provider.

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### Article 5.3

Undiminished the responsibilities of the Provider for a proper execution of the agreed services, the Provider is at liberty - under these terms - to employ third parties.

### Article 5.4

Any services as a result of changed circumstances are the responsibility of the Principal unless these changed circumstances have been reported in writing in advance and incorporated into a new Agreement. The above can result in a change of agreed sums.

### Article 5.5

The Principal undertakes to send a written notification to the Provider of all changes that relate to the Services Provider agreed to perform, one day before the date of the change at the latest as to safeguard a proper quality of service. If the Principal defaults on this responsibility, the Provider shall assume no liability for direct or indirect damages not even in instances where the Provider has performed the services based on incorrectly supplied data by the Principal.

### Article 5.6

The employees to be put forward by Provider shall dispose over the diploma Security Guard 2 within the ND licence system or the substitute diploma Event Security Officer or the employees are studying for one of these diplomas.

### Article 5.7

If at any point during performance of the Agreement it becomes clear that the Agreement must be amended or supplemented to ensure proper performance, the parties will make such adjustments on a timely basis and in reasonable consultation and confirm the adjustments in writing. If the parties agree to the modification and/or completion in the agreement in light of content, scope or nature, whether it be by the Principal's request or an authorized body, this may bear consequences for what was originally agreed. This can result in the originally agreed sums to be increased or lowered. The Provider shall try to communicate this through price quotations to the best of his ability. Due to changing of the Agreement, the initial period of execution can be amended. The Principal accepts the possibility of amending the Agreement, including amendments to price and period of execution.

## **Confidentiality**

### Article 6.1

Each of the parties is obliged to uphold the confidentiality of all confidential information it obtains from the other party or from other sources in the context of their Agreement. Information is deemed to be confidential if a party has identified it as such or if this is obvious due to the nature of the information. Any documents made available by the Principal shall be destroyed within 90 days after completing the assignment.

## **Intellectual Property**

### Article 7.1

The intellectual property rights to the documents provided by Provider, such as reports, designs, sketches, descriptions, drawings, software and software made available by him, remain at Provider. The related documents are exclusively destined to be used by Principal and should not be reproduced, published, or disclosed to third parties without prior written permission of the Provider.

## **Force Majeure**

### Article 8.1

If the Provider due to force majeure - in any case including: public transport strikes, terrorism, war or a similar situation, revolt, sabotage, fire, lightning strike, explosion, flooding, strike in own company, exclusion, the acts or any occurrence partly or totally beyond the control of the supplier that prevents or makes an execution of agreed services reasonably impossible - is unable to perform the agreed services, the following shall apply: - During a temporary non-performance of the agreed services, the parties cannot immediately terminate the Agreement. In that case, the payment obligation of Principal shall lapse for the services that were not performed.

In case of a permanent impossibility of performing the agreed services, parties shall reserve the right to immediately and directly terminate the Agreement (for the part that cannot be performed).

## **Suspension**

### Article 9.1

The Provider shall reserve the right to temporarily suspend his services, without the Principal being able to invoke any kind of damages or restitution, if

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the Principal fails to adhere to the conditions of this Agreement.

### Article 9.2

The Provider shall reserve the right to terminate the Agreement - without a notice of cancellation or legal intervention being required - and without the Principal being able to invoke any kind of damages or restitution, if the Principal fails to meet his payment obligation within 7 days following a written reminder of the payments still due, or if the payment has not been received on the Provider's bank account within 7 days.

### Article 9.3

The Provider shall accept no liability for all kinds of (direct or indirect damages) that arise during a period when all services stemming from the Agreement have been suspended.

## **Liability**

### Article 10.1

Provider is exclusively liable for direct damage as a consequence of gross negligence or intent of Provider – to be proven by Principal – in the execution of his obligations that arise from the Agreement entered into by parties. Provider is not liable for corporate and consequential damage, including in any case suffered losses and lost profits. For damages resulting from an occurrence which can be (direct or indirectly) linked to an act of terrorism or malevolent contamination, Provider is never liable.

### Article 10.2

The Provider shall not be liable for damages deemed unavoidable during a proper execution of the services, or that are the result of demanded urgency due to circumstances. The Provider shall also not be liable for damages as a result of work methods that the Principal is aware of and to which he has not objected in writing.

### Article 10.3

The Provider is in no way liable for the consequences of the inaccuracy of the information or assignments provided by or on behalf the Client, be it as part of executing the agreement or not. Nor is Provider liable for inaccuracies or omissions arisen on the forwarding or sending of details, delays or errors in the

transmission of data, communication errors, problems with reaching the persons as specified by the Principal, (consequences of) computer, pager, walkie-talkie, telephone or telefax failures, programming errors, disruptions or interruptions of fixed line connections by whatever cause.

### Article 10.4

The Provider shall assume no liability for any type of (direct or indirect) damage that is the result of a lack of action or actions not taken correctly by authorities that have been alerted by the Provider.

The Provider shall assume no liability for not performing the services compliant to the agreed procedures as a result of changed circumstances and/or the supply conditions of the alerted persons and/or authorities.

### Article 10.5

The liability of Provider is, in any case, limited to the height of the agreed annual compensation of Provider, with a maximum of €4,500.00 per incident or series of related incidents, and a maximum of € 10,000.00 per client per annum, unless Provider's business liability insurance disburses a lower sum for the relevant cases. The liability is then limited to maximally the amount that is disbursed by Provider's insurer. The Provider shall per Principal's request provide information about his business liability insurance.

### Article 10.6

Damages that are the result of a loss of keys that were made available to the Provider as part of performing the agreement, are limited in liability up to an amount of €2,500.00 per incident, with a maximum of € 10,000.00 per client per annum.

### Article 10.7

Notwithstanding the personal liability of the Provider, the employees of Provider shall not be personally liable towards the Principal for damages caused during the employment, unless the damages were caused deliberately or by deliberate recklessness.

## **Indemnification**

### Article 11.1

The Principal is to indemnify the Provider against claims made by third parties that are aimed at the Provider's staff, for the loss of or damage to goods for which the Provider is to perform services or

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work activities. The above shall apply insofar the claims exceed the maximum amounts specified prior.

### Article 11.2

If the staff of the Provider discover a punishable offence at the Principal, this will be reported to the Principal. The decision to file a report with the police for this offence shall rest with the Principal. Said report shall only be filed by the Provider's staff at the Principal's request and under his responsibility. The Principal shall not be liable for damages that are the result of such a filed report, regardless of whether the Provider or his staff are to blame with respect to the report and indemnifies the Provider and his staff for all claims by third parties in this matter.

### **Billing and duration of the agreement**

#### Article 12.1

The performed services shall be billed every four weeks after completion of the services. The Principal is required to pay the invoice within 14 days after the invoice date in a way to be specified by Provider, unless the invoice makes mention of a different payment term. If payment remains due after the mentioned payment term, the Principal shall be in default by operation of law. Without any notification or notice of default being required, the Principal shall owe statutory interest on the amount not paid, as of 30 days after the invoice date. Furthermore, the Principal shall be due all reasonable costs incurred by Provider to obtain extra judiciary payment, including the costs of a collection agency, lawyer and / or bailiff. When Principal is at default, the Provider shall reserve the right to charge Principal with at least 15% of the invoice amount as extrajudicial costs; in case the actual costs of the extrajudicial procedures are higher, the Principal shall owe this higher amount. The Principal shall not be entitled to apply any form of discount or compensation to the subscription fee as agreed with the Provider.

#### Article 12.2

In case cost price-increasing changes occur, the Provider shall reserve the right to annually amend the rates.

#### Article 12.3

If any of the parties is declared bankrupt or is given (provisional) suspension of payment, the other party shall reserve the right to immediately terminate the Agreement without owing any indemnities by means of a registered letter without observing a notice period and without judicial intervention. If one of both situations occurs with the Principal, the Provider shall also reserve the right to suspend his services and have the agreement continue without owing any indemnities.

#### Article 12.4

Upon termination of the contract during a calendar year for whatever reason, sums already paid shall not be reimbursed. An Agreement shall end no sooner than when the communication line between the alarm system of the Principal and the alarm centre of the Provider has actually and permanently been removed. The Principal is responsible for performing these actions or having them performed.

### **Complaints**

#### Article 13.1

Complaints about completed services should be submitted in writing to the Provider within 8 days after the Principal has first discovered the flaw in the performance or should have discovered it, containing an accurate statement about the nature and scope of the complaints. If the Provider deems the complaints justified, the Provider shall ensure the services are still executed as agreed unless this has become impossible or pointless. If it is deemed impossible or pointless to have the services executed as agreed, the Provider shall only be liable within the bounds of the liability provisions (Article 5).

#### Article 13.2

The Provider shall assume no liability for damages if the Principal fails to submit a damage claim by registered mail within 8 days.

### **Other conditions**

#### Article 14.1

The agreement between Provider and Principal shall be exclusively governed by Dutch law.