

General terms and conditions

1. General

1.1. The user of these general conditions concerns 1-Line Safety & Security Management BV, established in Zaandam, hereinafter referred to as '1-Line'.

1.2. The counterparty of 1-Line concerns the natural person, legal person or persons-company with whom 1-Line has entered into an agreement or to whom a quotation, advice and / or offer has been made in draft or not.

Even though it may involve several counterparties, in the following is referred to as 'The Client'.

2. Applicability

2.1 These General Terms and Conditions apply to each and / or every (draft) quotation, advice and / or offer, offered to the Client by 1-Line as well as to any agreements concluded between 1-Line and the Client of any nature whatsoever.

2.2 Deviating Terms and Conditions to which the Client refers to, hereby is rejected by 1-Line in full and expressly declared not applicable, except if 1-Line has explicitly and unconditionally accepted these deviating conditions in writing.

3. Content and execution of the work

3.1 All quotations, advices and / or offers made by 1-Line - whether or not in concept - as well as the deadlines and rates stated therein are without obligation, except when 1-Line and the Client explicitly and in writing have determined deviating conditions.

3.2 During the performance of its activities 1-Line will make every effort to achieve a specific result for the Client, but a guarantee cannot be issued for this.

3.3 1-Line has the authority to refuse an assignment from the Client without specifying the reasons for it.

3.4 In the event of digital or electronic requests from the Client to 1-Line, the Client is obliged to verify that the relevant requests have reached 1-Line within 48 hours when after sending that message Client has not received an acknowledgment of receipt from 1-Line.

3.5 Electronic and / or digital information provided by 1-Line, whether on the internet or otherwise, is non-committal and cannot be regarded as a given advice, unless explicitly stated otherwise.

4. Engaging third parties / suppliers

4.1 1-Line is authorized to engage third parties in the execution of work if and insofar as 1-Line considers this necessary regarding the assignment.

1-Line must inform the client about this in advance and request permission.

4.2 The costs associated with engaging third parties will be charged to the Client directly by third parties or by 1-Line unless otherwise agreed.

4.3 Assignments which, under agreement with the Client, are transferred to one or more suppliers via 1-Line, apply to the general terms and conditions of the supplier in which the assignment or assignments are partly or fully accommodated.

4.4 Unless otherwise agreed with the client, 1-Line will at all times remain the manager of the agreement (s) on behalf of the Client which have been placed with one or more suppliers.

4.5 As a contract manager between the Client and the Supplier, 1-Line, unless otherwise agreed with the Client, is authorized in favor of and on behalf of the Client to implement modifications of a temporary nature or an indefinite period of time, after written permission from Client.

4.6 Unless otherwise agreed, a third party / supplier (s) will never contact the Client directly in favor of the Client.

4.7 If the Client manages the payment obligations to third party / supplier (s) to 1-Line, 1-Line will pay this payment obligation to the supplier (s) within 14 days after the Client has paid this payment obligation to 1-Line.

5. Provision of information by the Client

5.1 The Client is obliged to provide all relevant information to 1-Line, whether or not on request, for the careful execution of the activities to be carried out on the instructions of the Client.

5.2 The responsibility for the correctness and completeness of the information provided by the Client to 1-Line rests with the Client.

5.3 If required information is not provided by the Client, even after a repeated request thereto, 1-Line is authorized to suspend the performance of the activities to be contracted.

6. Limitation of liability

6.1. If 1-Line is liable, then this liability is limited to what is stipulated in this provision.

6.2. If 1-Line is liable for direct damage, then this liability is limited to a maximum of twice the invoice amount, at least that part of the assignment to which the liability relates, at least up to € 2,500,000.

6.3. In contrary to the provisions of paragraph 2 of this article above, in the case of an assignment with a term of more than six months, the liability is further limited to the part of the fee due over the last three months.

6.4. The limitations of liability included in these conditions do not apply if the damage is due to intent or gross negligence of 1-Line or its subordinates.

6.5 The implementation by 1-Line of the agreed work takes place solely for the benefit of the Client. No rights can be derived from the work performed by third parties.

6.6. The following damage is excluded by 1-Line, except if and in so far as there is intent or deliberate recklessness on the part of 1-Line:

- Damage suffered by the Client and / or third parties as a result of incorrect, incomplete or late information provided by the Client, or as a result of electronic and / or digital messages that have not reached 1-Line;
- Damage resulting from errors in computer software used by 1-Line and / or other computer software that cannot be recovered from the relevant supplier;
- Damage that is the result of the Client, despite repeated reminders, unpaid premiums charged by 1-Line for services, products / or other services contracted by it after 1-Line mediation similarities;
- Damage resulting from third parties engaged by 1-Line on the basis of Article 4;
- 1-Line is never liable for consequential damage.

7. Force majeure

7.1 In cases of force majeure 1-Line is not obliged to fulfill contractual obligations.

7.2 Force majeure includes those situations in which there is no fault of 1-Line created essential changes in the circumstances existing at the time of entering into the obligations. Force majeure occurs, but not exclusively, in case of fire, strike, riot and war, excessive weather conditions, as well as in case of an attributable shortcoming by or with third parties engaged.

8. Duration of the agreement**8.1 Undetermined time**

The Client and 1-Line are entitled to terminate an Agreement for an indefinite period by registered letter by the end of each calendar year, with due observance of a notice period of three months.

8.2 Certain time

A Contract for a definite period of time shall be deemed to have been extended for the same period after the end of the agreed period, unless the Agreement has been canceled by registered letter at least three months before the date of expiry of the period by the Client, Supplier or 1-Line.

8.3 Dissolution

1-Line is, as an intermediary on behalf of the Client, authorized to terminate an agreement with a Supplier, which has been arranged by 1-Line and is managed by 1-Line.

8.4 The Client and 1-Line are authorized to dissolve the agreement if and insofar as the other party, even after written notice of default, imputably fails in the fulfillment of his / her obligations under the agreement.

8.5 The Client is obliged to fulfill payment obligations that arise before the time of dissolution and / or that relate to already performed activities.

8.6 The Client and 1-Line are entitled to terminate the agreement with immediate effect if the other party is declared bankrupt or is in suspension of payment or - insofar as it is a legal person - it is liquidated or dissolved.

8.7 After the end of the agreement, these General Terms and Conditions will remain, insofar as possible, in effect.

9. Price

9.1 The Client is obliged to pay the agreed rate for the agreed services and / or resources in full and on time. The rate for subscription forms is invoiced in advance by 1-Line. Client is not entitled to discount or setoff unless otherwise agreed.

9.2 The prices used by 1-Line are exclusive of VAT and any other levies, and exclusive of any costs to be incurred within the framework of the Agreement, unless otherwise has been agreed.

9.3 Price changes

If cost-increasing changes occur during the term of the Agreement as a result of, among other things, changes in wages and other terms of employment, surcharges on wages, premium increases for social laws, increases in expense allowance, as well as increase in direct and indirect (external) costs, 1-Line is entitled to increase the price

agreed with the Client, in all reasonableness and with due observance of the government and set rules. This one jurisdiction arises only after three months have elapsed since the time at which 1-Line and the Client have concluded the Agreement.

10. Invoicing and payment terms

10.1 The Client is obliged to pay the invoice within 30 days after the invoice date, in a manner to be indicated by 1-Line. If no payment has been made within the stated term, the Client is legally in default. The Client will then owe the statutory interest on the invoice amount without further notification or in the case of defects, calculated from 30 days after the invoice date. The Client is furthermore liable for all reasonable costs incurred by 1-Line for obtaining payment out of court, including the costs of a collection agency, lawyer, and / or bailiff.

1-Line will, in case of default, charge at least 15% of the invoice amount as extrajudicial costs, unless the statutory costs of the extrajudicial measures are higher.

10.2 Partial dispute and suspension

If the Client partially disputes the accuracy of one invoice or more, the Client will not be discharged his obligation to pay the undisputed part of that invoice or invoices within the payment term. A faulty dispute can never be a reason for a total or partial refusal by the Client to pay the 1-Line invoices.

10.3 If the invoices of 1-Line are not paid in time, 1-Line has the right to suspend its activities until the Client has fully complied with its obligations.

10.4 If the invoices of 1-Line have been paid late repeatedly, 1-Line has the right, in deviation of the agreed payment term, to require an advance of a maximum of three times the last forwarded invoice.

11. Confidentiality and privacy

11.1 Parties are obligated to keep all information secret, which is or will be known to them by virtue of the agreement concluded and which is known or reasonably known, that this information is confidential.

11.2 All personal data provided by the Client to 1-Line shall not be used by or for the use of 1-Line for third parties for purposes other than for the performance of the contractual activities to be performed or by sending informative letters etc. If the Client objects to the inclusion of his personal data in any mailing list, etc. of 1-Line, 1-Line will remove the relevant data from the relevant file at the first written request of the Client.

11.3 The obligations as mentioned under 9.1 and 9.2 are exceptional in the event that the relevant data must be provided to a designated authority on the basis of law and / or public order.

12. Applicable law and dispute resolution

12.1 Dutch law applies to every proposal, quotation and / or offer issued by 1-Line to the Client as well as to any agreement concluded between 1-Line and the Client. This also applies to the explanation and implementation of these General Terms and Conditions.

12.2 The Suppliers of 1-Line are obliged to be affiliated with a sector organization that applies to them. All disputes between the Supplier and the Contractor arising from proposals, quotations and / or offers provided by these, as well as agreements concluded by Supplier through 1-Line on which the general terms and conditions of the Supplier have been declared applicable, can, at the request of the Client, be submitted for binding advice to the applicable sector organization or are submitted to the competent Dutch civil court.

13. Final provisions

13.1 Deviations from and / or additions to these General Terms and Conditions are only valid if and insofar as these have been agreed in writing between 1-Line and the Client.

13.2 If any clause of these Terms and Conditions should prove void, only the regarding clause does not apply and keep all other clauses fully valid.