



General Terms and Conditions for Supply

of non-mandatory Services
December 2017

Definitions

Brightlands:	Chemelot Campus Vastgoed C.V.
Customer: FMIS;	any customer of Brightlands that procures Services, using the FMIS;
Confirmation:	Acceptance by Customer of a Quotation;
Supplier:	Any supplier of Brightlands of goods or services used by Brightlands in the performance of the Services;
FMIS:	The Facility Management Information System used by Brightlands (Facilitator);
Goods:	Any products, parts or materials supplied by Brightlands as part of the Services, not being Materials;
Materials:	Any materials used by Brightlands for the performance of the Services, including but not limited to bottles, containers, glassware etc., including Supplier owned materials, but excluding Goods;
Offer:	An offer for Services to be ordered directly through the FMIS;
Order:	Any order by Customer of Services by means of a Confirmation or by accepting an Offer directly through the FMIS
Party /Parties:	Customer and Brightlands each individually or collectively;
Personnel:	any staff member employed or hired by Brightlands or a Supplier involved in the performance of the Services;
Request for proposal:	A request by Customer for a Quotation for Services;
Quotation:	any quotation provided by Brightlands for the Services, following a Request for proposal;

Services:	the services provided by Brightlands, or by a Supplier on behalf of Brightlands, to Customer, including the delivery of Goods that are part of such services, excluding any services that are part of the mandatory services pursuant to a lease agreement between Supplier and Customer;
Service Fee:	The fee for the Services as indicated in the FMIS or the Quotation (exclusive of VAT, unless specifically indicated otherwise in a Quotation.

PART 1: GENERAL TERMS AND CONDITIONS

1. General

- 1.1 These General Terms and Conditions of Supply ("hereafter: the Conditions") govern all Offers, Orders, Quotations and Confirmations in relation to the Services.
- 1.2 It is the sole responsibility of Customer to ensure that access to the FMIS shall be granted only to such employees or representatives authorized to place Orders or Requests for proposals.
- 1.3 By contracting on the basis of these Conditions, Customer agrees to the applicability thereof in respect of future dealings between the Parties, even if this is not expressly stated.
- 1.4 Brightlands shall be entitled to update and/or amend these Conditions.
- 1.5 Any electronic communication between Brightlands and Customer (through the use of the FMIS) shall be considered to be a "writing" and/or "in writing". The FMIS will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

2. Performance of the Services

- 2.1 Brightlands shall perform the Services to the best of its abilities and in compliance with these Conditions, including the Services specific terms and conditions included in Part 2 hereof.
- 2.2 Delivery terms are never fatal terms, unless specifically provided otherwise in an Offer or Quotation.
- 2.3 Supplier shall ensure that the Services are provided by competent and appropriately qualified Personnel.
- 2.4 Supplier shall be entitled to have the Services performed by any Sub-supplier of its choice. Supplier shall remain responsible for the performance of the Services by such Sub-supplier(s).

3. Obligations of Customer

- 3.1 The Customer shall provide Brightlands in a timely manner and at its own expense with all information, input, materials and assistance that is reasonably required for the efficient performance of the Services.

- 3.2 The Customer shall provide Brightlands (including its Suppliers and Personnel) access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided.
- 3.3 The Customer shall inform Brightlands and the Personnel of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided.
- 3.4 The Customer shall use the Services and Materials in compliance with the instructions provided by Brightlands and/or the Supplier.
- 3.5 The Customer shall use the Materials provided by Brightlands or a Supplier solely for use in connection with the Services and keep them in good condition.

4. Service Fee

- 4.1 The applicable Service Fees are as set out in the Offer or Quotation. The amount of VAT levied in connection with the sale or performance of the Services shall be for Customer's account and shall be added to each invoice.
- 4.2 Brightlands is entitled to increase the Service Fees at any time if the cost price determining factors have been subject to an increase. These factors include raw and auxiliary materials, energy, products, services obtained by Brightlands from third parties.

5. Cancellation

Unless specifically stipulated otherwise in an Offer or Quotation for a specific Service, in case of cancellation of an Order, the full Service Fee shall be due and applicable.

6. Payment

- 6.1 The Service Fee shall be invoiced by Brightlands on a monthly basis, and shall be paid by Customer within thirty (30) days from the invoice date by means of transfer into the bank account stipulated on the invoice.
- 6.2 Brightlands shall only be required to refer to a PO number of Customer, if Customer has provided such PO number in the Order or Confirmation.
- 6.3 Brightlands may, without prejudice to any other rights of Supplier, charge the applicable statutory commercial interest on any overdue payment from the due date computed on a daily basis until all amounts outstanding are paid in full. All costs and expenses incurred by Brightlands with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Customer's account.
- 6.4 Every payment by Customer shall in the first place serve to pay the judicial and extra-judicial costs and the interest owed by it and afterwards shall be deducted from the oldest outstanding claim regardless of contrary advice from Customer.

- 6.5 Any complaint with respect to the invoice must be notified to Brightlands within fourteen (14) days after the date of invoice by using the complaint form on the FMIS. Thereafter Customer shall be deemed to have approved the invoice.

7. Complaints and Guarantees

- 7.1 Complaints about the performance of the Services (including the delivery of Goods) shall be notified to Brightlands by using the complaint form on the FMIS not later than seven (7) days from the date of performance of the Services.
- 7.2 Unless specifically stipulated otherwise in an Offer or Quotation, Brightlands provides no guarantee with regard to the soundness and quality of the Services and/or Goods and/or Services delivered, other than the guarantee provided by the Supplier or manufacturer of such Goods and/or Services.

8. Liability

- 8.1 The liability of Brightlands for any and all claims for damages arising out of or in connection with the Services shall under no circumstances exceed the total Services Fees for Services that are the subject of the claim during the past twelve (12) months.
- 8.2 Under no circumstances shall Brightlands be liable to Customer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Customer: i) of a direct nature where the same is a loss of turnover, profits, business or goodwill; or ii) of an indirect, consequential or punitive nature including any indirect or consequential economic loss or other indirect or consequential loss of turnover, profits, loss of enterprise value, business, goodwill or otherwise.
- 8.3 Brightlands shall in no event be liable to Customer for any delay in performing or failure to perform any obligation under any Order, to the extent that such delay or failure to perform is a result of the a Force Majeure event, including but not limited to: (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy; (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lighting; explosions and fires; (c) accidents, epidemics lack of or failure of transportation, emergency repair or maintenance, breakdown or shortage of utilities; (d) strikes and labour disputes; (e) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services; or (f) becoming effective or changes in laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court.
- 8.4 In case of a Force Majeure event, Brightlands shall: (a) promptly notify the Customer in writing of the Force Majeure event and the cause and the likely duration of any consequential delay or non-performance of its obligations; (b) use all reasonable endeavors to avoid or mitigate the effect of the Force Majeure event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and (c) continue to provide Services that

remain unaffected by the Force Majeure event. If the Force Majeure event continues for more than sixty (60) days after the day on which it started, the Customer may cancel the order in writing.

8.5 Customer shall be liable for damages to Materials caused by its negligence.

9. Indemnification

9.1 Customer must utilize and solely rely on its own expertise, know-how and judgment in relation to the use of the Services, Goods and/or Materials.

9.2 Customer shall indemnify and hold Brightlands harmless from and against any and all third party claims or demands for damage, losses, costs, expenses, and liabilities arising out of or in connection with Customer's use of the Services, except in case of gross negligence or willful misconduct on the part of Brightlands.

10. Compliance with laws and standards

Customer makes no promise or representation that the Services shall conform to any law, statute ordinance, regulation, code or standard ("Laws and Standards"), unless expressly stated in the Order or Quotation. Customer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended use of the Services; and (ii) obtaining all necessary approvals, permits or clearances for such use.

11. Ownership and use of Materials and Goods

11.1 All Materials shall remain the property of Brightlands or Supplier, as the case may be.

11.2 Any Goods shall remain the property of Brightlands or Supplier, as the case may be, until the Service Fees have been paid in full. Customer may only use and/or consume the delivered Goods in the context of its ordinary business operations.

11.3 Customer shall not have the right to transfer the ownership of any of the Materials or Goods or providing them for use by any third parties without the express written consent of Brightlands.

12. Severability and conversion

In the event that any provision of these Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

13. Survival of rights

The Parties' rights and obligations shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. Termination of one or more of the rights and obligations of the Parties, for whatsoever reason, shall not affect the provisions of these Conditions which are intended to continue to have effect after such termination.

14. Intellectual Property and Confidentiality

14.1 Brightlands has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of performance of the Services and Brightlands shall not be held liable for any loss or damages in that respect.

14.2 The performance of the Services shall not, by implication or otherwise, convey any license under any intellectual property right relating to the Services, and/or the trademarks or logo's owned and/or controlled by Brightlands or a Suppliers. Customer expressly assumes all risks of any intellectual property infringement by reason of its use of the Goods or Services.

14.3 Brightlands shall, for an indefinite period of time, maintain in strict confidence, and warrants that Supplier and Personnel shall maintain in confidence all information it, and each of its employees and agents, acquires about or in relation to the Customer in connection with the performance of the Services and shall not divulge or publish such information.

The obligations of confidentiality and non-use shall not apply to any information that the Brightlands can show:

- a) has become publicly available by means other than a breach of the obligations of confidentiality and non-use set forth in sections 1 and 2;
- b) is communicated without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence in relation thereto;
- c) was developed by the acquiring party completely independently; or
- d) must be disclosed in order to comply with applicable laws or regulations or with a court or administrative order or applicable subsidy rules.

15. Governing law and jurisdiction

15.1 The Parties' rights and obligations arising out of or in connection with the Agreement and/or these Conditions shall be governed, construed, interpreted and enforced according to the laws of the Netherlands, excluding principles of conflict of laws.

15.2 The Parties agree that any suits, actions or proceedings that may be instituted by any Party shall be initiated exclusively before the Court of Limburg.