

Article 1 *Applicability*

- 1.1 These general terms and conditions ("GTC") apply to the offers of Edelmetaal Waarborg Nederland BV ("EWN") to which EWN has declared these terms and conditions applicable. Furthermore, these GTC apply to all agreements concluded by EWN and to which the terms and conditions have become applicable in accordance with the statutory rules.
- 1.2 Before or upon entering into the agreement, EWN will give the other party a reasonable opportunity to become acquainted with the content of the GTC by sending them to the other party on demand.
- 1.3 The GTC apply to agreements with EWN, regardless of whether these agreements are concluded verbally or in writing.

Article 2 *Offers*

- 2.1 Quotations made by EWN are without any obligation.

Article 3 *Contracts for services*

- 3.1 Assignments for work ensuing from the task assignment pursuant to the applicable Hallmarking Act are given by the provider to EWN in writing by completing the form used by EWN.
- 3.2 Assignments for work that do not ensue from EWN's task assignment, as described in the Hallmarking Act, will only be accepted by EWN by means of written confirmation from EWN to the provider. This written confirmation contains a description of the work, which description will be binding between the parties.
- 3.3 You authorise EWN to determine which analysis method will be used for the content determination.

Article 4 *Obligations of EWN*

- 4.1 EWN will be obliged to carry out the assignments given to it at least in accordance with the requirements with regard to knowledge and skills, which may be imposed on a reasonably acting colleague.
- 4.2 EWN will be obliged to maintain its working procedures, laboratory equipment and precious metal analyses at least at the level set by the Ministry of Economic Affairs as a condition for the designation pursuant to the Hallmarking Act. The provider is entitled to have the work carried out in accordance with these standards.
- 4.3 If EWN has carried out the work in accordance with the aforementioned standards, EWN will be discharged towards the client. EWN does not commit itself to any guarantee with regard to the result of its services.
- 4.4 EWN will be obliged, within the framework of monitoring compliance with the applicable Hallmarking Act, to provide information about the assignments it carries out.
- 4.5 EWN respects the privacy of its customers and other persons whose data it processes. Data is treated confidentially. For more information, please consult the EWN privacy statement.
- 4.6 Reports, based on which a quality mark has been applied, can be requested by providers.

Article 5 *Liability of EWN*

- 5.1 EWN does not accept any other or further-reaching liability with regard to property damage concerning objects handed over to it for inspection and/or processing and/or storage.
- 5.2 The goods handed over to EWN by the provider must be insured against damage as a result of fire, the effect of any chemical substance, and loss as a result of theft, with or without burglary. EWN may, before accepting the goods, request inspection of the relevant policy documents.
- 5.3 With regard to the performance of its activities, EWN excludes any liability that goes beyond that which it is subject to pursuant to mandatory statutory regulations. EWN maintains a business liability insurance policy. EWN's liability is in any case limited to the amount paid out by its business liability insurer in a specific case.
- 5.4 The limitation of liability described in the previous paragraph does not apply if EWN is guilty of intentionally incorrect or deliberately reckless acts.
- 5.5 Initially, EWN will itself repair any damage that is caused to the objects offered to EWN by the provider during the former's normal business operations. If repair is not possible or if, despite repair, there is damage from residual damage in an objective sense, EWN will compensate the provider for this damage in reasonableness and fairness.

Article 6 *Force majeure*

- 6.1 In the event of a non-attributable shortcoming on the part of EWN, EWN will either extend the delivery time by the duration of the delay of the force majeure, or conclude another agreement with the provider, or EWN has the right to declare the agreement dissolved without judicial intervention, without EWN being obliged to pay any compensation.

Article 7 *Obligations of the provider*

- 7.1 The provider is obliged to pay the full amount of the invoice issued to the provider by EWN within fourteen days. Payment is made by transfer into a bank account to be stipulated by EWN.
- 7.2 EWN has the authority to make the commencement of its activities dependent on receipt of an advance, to be paid by the provider.
- 7.3 If the work reasonably extends to more than one week, EWN is entitled to invoice periodically and to make the continuation of the work dependent on the immediate payment of the periodic invoices.
- 7.4 Debt set-off or any other form of compensation by the provider is not permitted without the explicit written consent of EWN.
- 7.5 EWN may require cash payment when collecting the goods or sending them cash on delivery.
- 7.6 Starting fourteen working days after the invoice date, interest will be charged on outstanding amounts equal to the statutory interest + 2%, converted on a monthly basis per month or part of the month.
- 7.7 If the provider fails to pay the invoice after it has become due and payable, it will be deemed to be in default by operation of law and EWN will be entitled to charge the collection, court and other recovery costs in addition to the default interest. Collection costs are charged in accordance with the collection rate of the Netherlands Bar Association.
- 7.8 In the event of default by the provider, EWN has the right to suspend the performance of all work in progress or to be performed on behalf of the provider. The damage caused to EWN as a result will be borne by the provider. Debt set-off or other forms of compensation are always permitted for EWN.

Article 8 *Rates*

- 8.1 The current rates apply to the statutory task as approved by the Ministry of Economic Affairs and Climate Policy and published in the Government Gazette.
- 8.2 The current rates set by EWN apply to the non-statutory task.
- 8.3 If there is an increase in relevant cost price components after the date of the agreement, these may be passed on by EWN. If, however, they are passed on within three months of the conclusion of the agreement, the provider who is not acting in the course of a profession or business has the right to dissolve the agreement free of charge by means of a written statement. In that case, neither party is entitled to compensation for any damage suffered against each other.

Article 9 *Complaints*

- 9.1 After receipt of the goods inspected and/or processed by EWN, the provider is obliged to submit any complaints regarding these activities to EWN in writing within fourteen days of receiving the objects, with a clear description of the nature and grounds of the complaints. After the expiry of the aforementioned period of fourteen days, the provider is deemed to have approved the work.
- 9.2 In the event of a well-founded complaint, EWN has the right either to remedy the shortcoming within a reasonable period of time or to pay compensation in money.

Article 10 *Delivery of goods*

- 10.1 After the agreed work has been carried out, EWN will keep the objects submitted for inspection or processing ready for delivery to the provider as soon as possible. The objects are considered to have been delivered to the provider:
- when they have been received by or on behalf of the provider against delivery of the receipt;
 - if the objects have not been collected by the provider fourteen days after written notification from EWN to the provider that the objects are ready and can be collected or (in the case of shipment on the provider's instructions) have been returned as undeliverable.
- 10.2 If the provider has not taken delivery of the objects in accordance with the previous paragraph, EWN will from that moment charge a storage fee amounting to 30% of the outstanding invoice amount per month.
- 10.3 Any transport to and from EWN's branch or branches is entirely at the expense and risk of the provider, also in the case of transport arranged by or on behalf of EWN for the benefit of the provider.

Article 11 *Final provision*

- 11.1 Dutch law applies to these terms and conditions and all agreements to be concluded with EWN.
- 11.2 All disputes between the provider and EWN will be settled by the court that has jurisdiction in the district of Leeuwarden.
- 11.3 A provider who does not act in the course of a profession or business has the right, within one month of EWN invoking the provisions of the previous paragraph against the provider in writing, to choose a decision of the dispute by the competent court according to the law.