

General Terms and Conditions Mosqcon, MOLENAAR Safety & Quality Consultancy

1. General

- 1.1 Molenaar Safety & Quality consultancy (Mosqcon) is specialized in assisting and accompany companies in setting up, maintain and communicate total care systems, Risk Evaluation, Safety inspections, Project safety, Transport safety, Product safety, CDI-T, Due Diligence and SQAS audits.

For ADR/AND/RID/IMDG regulation we offer external DGSA for road, rail and inland waterways.

For the Safety Checklist Subcontractors (VCA) we offer MVK and HVK safety engineer level I and II expertise as stated in VCA 2004/04.

- 1.2 These general terms and conditions are applicable to all orders and following additional orders.

2. Fee

- 2.1 The fee during the assignment is agreed in formal agreement or contract.
2.2 The fee is based on used time and agreed fee.
2.3 Additional cost made during the assignment will be additionally charged.
2.3 Unless agreed otherwise, Mosqcon holds the right to evaluate the contract on annual bases.
2.4 All prices mentioned in offers, agreements or contracts are excluding VAT.

3. Payment

- 3.1 Unless otherwise specified the invoices will be prepare on a monthly basis
3.2 Unless agreed otherwise, payment shall be made within 21 days.
3.3 If payment is not received within the agreed time, additional administration costs and interest will be charged. The interest will be the statutory interest rate plus two (2) percent.
3.4 If payment is not received after notification additional debt recovery costs will be charged. The additional debt recovery charges will be 15% of the outstanding invoice(s).
3.5 If payment is not received in time, Mosqcon holds the right to postpone the work and/or further assistance. Mosqcon is not responsible for any damage/costs as result of such postponement.

4. Liability

- 4.1 Mosqcon has liability insurance.
4.2 Liability is limited to the amount covered in the liability insurance. If, for subsequent reason, the insurance company withholds payment, every liability is limited to the monthly fee as mentioned under 2.1.
4.3 If third parties are used under contract (subject to principal acceptance), Mosqcon is not responsible for any mistakes or damage made by this party.
4.4 The principal shall at all times indemnify Mosqcon from third party claims for damages. The principal shall compensate Mosqcon for the costs loss and/of damage and interests which may ensure from such third-party claim.

5. Archive & confidential information.

- 5.1 Documents and information will be archived for a period of five years unless law or regulation specify otherwise.
5.2 Information, report, and contact information will not be shared with third parties unless agreed in writing.

Confidentiality

- 6.1 The name and address of the company and contact persons will remain in our database for a period of 7 years after the final contract. This information will be used for invoicing and as contact related to the contract. The information will not be used or sold to third parties.

7. Choice of law and disputes

- 7.1 The laws of the Netherlands shall apply to all agreements, between Mosqcon and Principal
7.2 Unless the parties agree otherwise in mutual consultation, all disputes shall be brought before the District Court of Rotterdam.