



International loss adjusters & surveyors

## DELIVERY TERMS AND CONDITIONS

### Clause 1: General

Unless expressly otherwise agreed upon in writing, these conditions shall apply to all offers, tenders, assignments and contracts, as well as to the execution of assignments by DP SURVEY GROUP N.V. (further referred to as DPS), as well as to anything that might arise as a result of or in connection with those offers and/or assignments.

### Clause 2: Assignment

An assignment shall only relate to the matter specified in it; consequences for any other matter cannot be attached to it.

### Clause 3: Acknowledgement of assignment / Contract

The contract shall have been concluded only after the principal has received a written (post, email or facsimile) acknowledgement of the assignment from DPS in which a specification is given of the object or loss incident in question.

### Clause 4: Obligations on the part of DPS

DPS shall carry out the assignment accepted by it to the best of its knowledge and ability, accurately and impartially, as can be expected from an unbiased adjuster/surveyor and mediator. DPS only assumes an obligation to use its best endeavours.

### Clause 5: Appointed Experts / Agents / Correspondents

If and inasmuch as deemed necessary by DPS for the proper execution of the assignment, it shall be entitled to obtain the assistance of one or more experts, network experts, agents or correspondents.

### Clause 6: Information furnished by the principal

1. Upon giving the assignment, or as soon as possible afterwards, the principal shall provide DPS with all data and information required for the proper execution of the assignment. If so required by DPS the principal shall, in particular, furnish written information to DPS in the manner specified by DPS.

2. DPS must be able to assume that the information received is correct and complete. If DPS and/or the experts, agents and correspondents appointed by DPS as referred to in clause 5 suffer a loss as a result of incorrectness and/or incompleteness of that information, the principal shall be liable to indemnify the injured party/parties for that loss.

### Clause 7: Report

1. At the end of the execution of the assignment, DPS shall submit a written report to the principals describing its findings and the condition and/or quality of the object and/or purpose of the assignment.

2. Whenever deemed necessary by DPS or agreed between parties, DPS shall submit an interim report to the principal.

### Clause 8: Termination and retention duty

1. The activities of DPS shall end with the submission of the final report relating to the assignment accepted by DPS.

2. DPS shall retain all data, correspondence and documents that have a bearing on the acceptance and the execution of the assignment for a period of five years following the submission of the report.

Upon expiry of the aforementioned 5-year period the principal shall be liable to collect all data, correspondence, documents etc. submitted by him at the DPS registered office. At the explicit request of the principal the aforementioned documents shall be returned, at the expense and risk of the principal.

Other material objects (cables, components, liquids etc.) relating to the subject of the assignment shall not need to be retained by DPS for more than twelve months after the submission of the report. Upon expiry of this 12-month period the principal shall be liable to collect these material objects at the DPS registered office. At the explicit request of the principal the aforementioned material objects shall be returned, at the expense and risk of the principal.

### Clause 9: Terms of settlement

1. Unless otherwise agreed in writing, each invoice shall be payable in cash in Antwerp. Bills of exchange and cheques shall only be accepted as instruments of payment subject to explicit prior agreement, however, all costs arising thereof shall fully remain at the expense of the principal.

Payments shall be deemed to have been effected only if credited to the bank account of DPS. In the event of late payment, by operation of law and without notice of default, the invoice amount will be increased by a fixed compensation of 10%, with a minimum of € 50.00. In addition a standard interest of 1% per month will be charged as from the due date of the invoice.

2. Any complaint with regard to invoices shall be lodged with DPS within 8 days from the sending of the invoice, this by means of a motivated protest by registered post.

3. In the event of non-payment DPS reserves the right to terminate its activities, in which case the principal is not entitled to any compensation whatsoever.

### Clause 10: Liability

1. DPS shall never be liable towards the principal if the assignment complies with the provisions of clause 2 as well as clause 4; this subject to the further provisions of this clause and those of clause 11.

2. Except for demonstrated liability on the part of DPS by virtue of imperative legal stipulations in Belgium, DPS shall not be liable for damage and/or loss of whatsoever nature, sustained directly or indirectly, including but not limited to, business interruption loss, damage to moveable or immovable property, immobilization, personal injury, both at the principal or at third parties, as a result of:

- Incorrect and/or incomplete information as referred to in clause 6, more specifically where information asked for by DPS is concerned, inasmuch as it has reasonably not been possible for DPS to witness the circumstances in order to obtain the information in question;
- Activities not carried out by DPS, inasmuch as it has reasonably not been necessary for DPS, by virtue of the provisions of clause 2 and of clause 4, to carry out those activities.

- Errors and/or delays resulting from the incorrect operation of equipment used by DPS in the execution of its assignment, unless the principal proves satisfactorily that DPS has been negligent in the care of that equipment. This exclusion applies both if the incorrect operation referred to is due to the failure or malfunctioning of the power supply and/or other exterior causes affecting the equipment, the prevention of which is not within the control of DPS, and is due to defects to the equipment itself, including software, if any.
- The non-completion or late completion of the report.

3. DPS shall not be liable either for damage and/or loss caused to equipment and other objects placed at its disposal by or on behalf of the principal.

4. The principal shall protect DPS against claims from third parties in respect of damage to equipment and other objects placed at its disposal by or on behalf of the principal for the execution of the activities by DPS, as well as in respect of damage and/or loss to objects to be inspected.

### Clause 11: Limitation of liability and time bar

1. Any liability on the part of DPS shall be limited in all cases to ten times the amount of the fee and expenses charged or to be charged by DPS to the principal, but shall never be in excess of the amount paid in the case in question under the professional liability insurance of DPS. Any concurrence of assignments shall in this connection be deemed to be one single case.

2. Any claims against DPS shall be barred by limitation one year after the date of submission of the report to the principal.

### Clause 12: Indemnity

The principal shall indemnify DPS against all claims of third parties, both in respect of the execution of the assignment and in respect of the report issued by DPS.

### Clause 13: Applicable law and disputes

1. All offers, tenders, assignments and contracts, as well as the execution of assignments by DPS, shall be governed by Belgian law.

2. Any dispute shall fall under the jurisdiction of the courts of the judicial district of the DPS registered office, unless DPS, acting as claimant, chooses to file its claim with any other Belgian court whatsoever.

### Clause 14: Dutch, English and French versions

1. There are three versions of these terms and conditions, one in the Dutch language, one in the English language and one in the French language. The principal declares having taken cognizance of these terms and conditions.

2. In case of discrepancy between these versions, the provisions of the Dutch version shall prevail, in disregard of the provisions of the English and/or French versions.