



# General Terms and Conditions

Ketenstandaard Bouw en Techniek

2023





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# 1. General provisions

## 1.1 Definitions

Within these General Terms and the Specific Provisions, the following concepts have been assigned the meaning as set out below.

**Construction and Technology sector:** Companies active in, delivering to and/or buying from any within the construction, infra and/or technology sector and related sectors.

**Contribution:** The financial compensation a member pays to cover the expenses made by Ketenstandaard.

**Contribution tariffs:** The total amount and the foundations of the Contribution, which are determined every year.

**Member:** Companies working in the Construction and technology sector and implementation partners, which have signed up to Ketenstandaard.

**DICO:** The brand, trade mark and collective indication for all products and serviced provided for by Ketenstandaard for standardized electronic messages to the benefit of the construction and technology sector.

**DICO Address register:** This register shows which GLN is allocated to what organization.

**Services:** The services, as described on the website, that are offered by Ketenstandaard.

**Documentation:** The documentation provided for by Ketenstandaard to one of its Members and which contains information regarding the Standards, Products, such as manual, brochures and newsletters.

**ETIM:** The brand, trade mark and collective indication for all products and services provided for by Ketenstandaard for a standard model for classification of technical products. The article classification is an uniform, unambiguous division and description (via technical characteristics) of trade products.

**FPS (Fabrikanten Product Specificaties):** a STABU-made product specification, as per the order of the Member by Ketenstandaard.

**GLN:** Global Location Number. Ketenstandaard manages the provision of GLNs used for the coding of addresses in the construction and technology sector, which are unique in a global setting.

**GS1 Nederland:** Manages for GS1 International the provision of GLN numbers used for the coding of GLN address codes, except for the Dutch construction and technology sector for which Ketenstandaard manages issuing.

**Implementation partner:** an organisation that implements the standards owned by Ketenstandaard (e.g. through the provision of specific soft- and/or hardware) and supports them with implementation project.

**Annual revenue:** Annual revenue is deemed to comprise: the total of invoiced turnover by third parties in the construction and technology sector of the complete organisation, including daughter and operating companies, etc. of the Member in the year preceding the previous year, regardless of whether or not use of the Standards has been realised in this revenue. For clients/contractors, such as property managers and housing corporations, the purchase value for products and services acquired within the construction and technology sector is used.



**Knowledge partner:** an organisation with knowledge and expertise on process and organisation design and/or the standards themselves and who employs this knowledge and expertise to support participants in correctly implementing the standards.

**Ketenstandaard Bouw en Techniek:** The trade name of the private company with limited liability that is Ketenstandaard Bouw en Techniek BV, located in Ede at the Horaplantsoen 16, 6717 LT, registered in the trade register under the number 78500532 that is the executive organisation of the Foundation Ketenstandaard Bouw en Installatie and the Foundation STABU. Will further be called Ketenstandaard.

**Mijn Ketenstandaard:** Online portal to which Members receive access.

**Agreement:** An agreement between Ketenstandaard and Member, which cover the delivery of Products and Services, by Ketenstandaard to Member.

**Products:** FPSs, GLN-address codes, as well as other services and products provided for by Ketenstandaard to Member, based on the Agreement.

**STABU:** *Standaardbestek Burger- en Utiliteitsbouw* : The brand, trade name and collective indication for all products and services offered by Ketenstandaard for a standard specification system, for the benefit of contracting and technically describe construction works.

**STABU Database:** The STABU-data files as made available by Ketenstandaard.

**STABU Manufacturer's index:** The database (website), as developed and managed by STABU, with manufacturer and product information as found in the STABU Database.

**Standards:** DICO, ETIM and STABU and any other standards as provided for by Ketenstandaard.

**Stichting Ketenstandaard Bouw en Installatie:** The foundation that owns the DICO standard, registered in the trade register under number 41084554.

**Stichting STABU:** The foundation that owns the STABU standard, registered in the trade register under the number 41149068.

**Website:** The website of Ketenstandaard, which can be found at [www.ketenstandaard.nl](http://www.ketenstandaard.nl).



## 1.2 General provisions

- 1.2.1 These General Provisions are applicable to all legal relationships, including Agreements, between Member and Ketenstandaard.
- 1.2.2 The Agreement will come into being, once Ketenstandaard has received the registration.
- 1.2.3 The Member will vouch for the correctness and completeness of the information as provided by her to Ketenstandaard. Any amendments in this information shall be communicated in written format to Ketenstandaard by the Member at the earliest convenience..
- 1.2.4 Ketenstandaard has the right to reject an application for a Standard and/or Product under the provision of substantiated argumentation. Any such application shall not be rejected on unreasonable grounds.

## 1.3 Licensing

- 1.3.1 Taking into consideration what is provided for in these General Provisions and Specific Provisions, Ketenstandaard grants Member for the duration of the period as agreed upon in the Agreement a non-exclusive, limited, non-transferable, revisable License, without the right to grant sub-licenses, for the use of the Standards and/or Products as agreed upon in the Agreement.
- 1.3.2 The Standards and/or Products provided for in the License are meant only for personal use by Member. Without the explicit written agreement and consent by Ketenstandaard, Member is not entitled to grant (any part of) the Standards and Products to third parties for usage, to be sold or to make them available in any other way.
- 1.3.3 The License shall be conferred to Member upon the condition that Member has paid for all other agreed-upon claims in full.

## 1.4 Standards

- 1.4.1 Member recognises that the Standards can only function most optimally if Member respects the obligation to make use of the Standards in the correct manner. Member is obliged to take notice of the Standards and Guidelines, as provided for with the Agreement, and to adhere to these.
- 1.4.2 Member is not entitled to make or implement any amendments in the Standards (by himself), proclaim diverging or non-authorised interpretations of the Standards or to request trade partners to implement such amendments.
- 1.4.3 Member is obliged to inform Ketenstandaard immediately once Member has taken notice of any irregular application of the Standards and/or Products, or any unlawful or wrongful use of the Standards and/or Products.

## 1.5 Services

- 1.5.1 Ketenstandaard shall make an effort to provide the Services as described and, at the very least, with the required due care and professional competence. Ketenstandaard retains the right to assign the Services to third parties who work under the oversight and responsibility of Ketenstandaard.



- 1.5.2 Ketenstandaard retains the right to amend the characteristics, functionality or performances of the Services at any time.
- 1.5.3 Ketenstandaard cannot vouch for a flawless and uninterrupted functioning of the Services. Ketenstandaard shall strive to resolve any errors within a reasonable time. Ketenstandaard is never obliged to repair any mutilated or lost data.

## 1.6 Intellectual Property

- 1.6.1 Member acknowledges that the royalties and all other intellectual property rights regarding the Standards and Products, including neighbouring rights, databank rights and rights for the protection of know-how, are exclusive to Ketenstandaard and/or her licensors. Nothing in the Agreement, these General Provisions or the Specific Provisions shall cover the partial or complete transfer of such rights.
- 1.6.2 Member shall ensure that, where applicable, citations, indications of intellectual property rights (e.g. copyright-indicators), symbols, brands and other references to Ketenstandaard, are indicated on all copies of the Standards and Documentation and will remain indicated, as on any copies of such documents.

## 1.7 Contribution and payment

- 1.7.1 Every Member is to pay a Contribution to Ketenstandaard. The Board shall annually determine the Contribution tariff. The Contribution tariff is indexed annually as per the *Consumenten Prijs Index* (CPI), published by the *Centraal Bureau voor de Statistiek* located in 's-Gravenhage (The Netherlands). Reference date for this is June.
- 1.7.2 Ketenstandaard retains the right to, next to what is stated in paragraph 1.7.1, revise the height of the Contribution tariff in relation to ongoing Agreements as well. Ketenstandaard any such revisions shall be announced at least thirty (30) days before the implementation date.
- 1.7.3 Upon commencement of the Agreement during the year, the contribution shall be calculated proportionality over the not-yet-passed part of that year. An entrance fee comprising max. 6 months of contribution shall be charged as well, to cover one-off expenses for registration.
- 1.7.4 If an order number is required, Member is to declare this annually, so as to prevent unnecessary stagnation of the invoicing/handling of the contribution invoice.
- 1.7.5 If, in order to determine the Contribution tariff, a declaration of the turnover scale is necessary, Ketenstandaard has the right to request a statement of an auditor or document with similar status. This shall happen at random or in case of doubt. Member is obliged to provide this statement.  
  
If this has not happened within 2 months, Member shall have to pay a Contribution as per the highest Contribution tariff. If it can be shown that the turnover category has not been declared correctly, Ketenstandaard retains the right to send a supplementary invoice covering the entire Contribution year.
- 1.7.6 Member is not entitled to settle or suspend the payment of the contribution.
- 1.7.7 The Contribution note shall be forwarded at the beginning of the year and is to be paid within 30 days. A Contribution note shall never be credited if Member has not declared or made an incorrect declaration regarding the relevant number of a particular relay.



- 1.7.8 If Member is involved in a takeover or merger, a contribution note shall not be credited over the ongoing year. Any mutation shall commence the moment that this is communicated to Ketenstandaard, taking into consideration the provisions in 1.10.3.
- 1.7.9 If the Member does not pay the Contribution or any other financial obligations it has towards Ketenstandaard within the set time frame, Member shall be deemed as having defaulted on its obligations without a notice of default or reminder to pay. Administrative costs might be charged and Member is to compensate the statutory commercial interest and the costs incurred by Ketenstandaard in obtaining out-of-court payment. Notwithstanding the other rights or remedies Ketenstandaard has following these General Provisions, the Specific Provisions and by the law, Ketenstandaard retains the right to suspend performance of the Agreements until the payment has been made in full.

## 1.8 Confidential Information

- 1.8.1 Ketenstandaard and Member shall take all reasonable precautions to ascertain that the information received from or provided for by the other shall remain confidential, when presumed to be classified or otherwise confidential.
- 1.8.2 Notwithstanding the above, Ketenstandaard has the right to provide general information on Member to third parties, such as company name, address, telephone number, email address, internet address and information regarding the Standards and Products offered by Ketenstandaard that Member makes use of. This information shall only be provided to third parties if and insofar as Ketenstandaard has determined this to be relevant for the functioning of the Ketenstandaard-community or for the application of the Standards or for the use of the Products and this does not, in Ketenstandaard's opinion, cause any fundamental issues with Member's interests.

## 1.9 Liability

- 1.9.1 Excluding cases of intent or recklessness by Ketenstandaard, Ketenstandaard's full liability is limited to the lowest of the following amounts:
  - (i) the amount paid to Ketenstandaard (excluding revenue taxes) by Member in the calendar year in which the damage occurred, based on the relevant Agreement; or
  - (ii) if damage is covered by a liability insurance, the amount that is or shall be awarded under this insurance scheme.Ketenstandaard's liability for indirect damage, consequential damage, loss of profits, lost savings, loss of data, reduced goodwill and damage from business stagnation is excluded in full.
- 1.9.2 Conditional to the existence of a right to damages is Member having notified, as soon as reasonably possible, Ketenstandaard in written communication of the damages after they occurred. Any claim against Ketenstandaard shall expire by the mere lapsing of a year after the claim to damages came into existence.
- 1.9.3 Member indemnifies Ketenstandaard for any damages Ketenstandaard might suffer following claims made by third-parties, which relate to the use of the Standards and/or other Products of Ketenstandaard.
- 1.9.4 Ketenstandaard is not liable for defaulting upon any of its obligations, if these stem from unforeseen circumstances, *force majeure* or as a consequence of the defaulting of Member or Ketenstandaard's suppliers.



#### 1.10 Duration and termination

- 1.10.1 The Agreement is entered into for the duration of minimum one (1) year, starting from the registration date and ending on 31 December in the following year.
- 1.10.2 Once this period has ended, the agreement shall continuously be tacitly renewed for one (1) calendar year, under the then-applicable terms and fees.
- 1.10.3 Agreements can be terminated by Member and Ketenstandaard via a written communication to that effect, taking into consideration the notice period of three (3) months. Termination by the Member can only occur at the end of the calendar year.
- 1.10.4 Ketenstandaard has the right to terminate, either partially or completely, the Agreement with immediate effect via a written communication to that effect to Member, if:
- (i) Member acts contrary to one or more of the provisions found in the General Provisions and/or the Specific Provisions and (a) proper fulfilment of the obligations is temporarily or permanently impossible, (b) Member does not properly fulfil its obligations in the time period set by Ketenstandaard after having notified Member of his default or (c) Member is otherwise in default.
  - (ii) Member is declared bankrupt, suspension of payment is granted.
- Member offers her creditors an out-of-court agreement or Member ceases or dissolves her enterprise.
- 1.10.5 Member shall ascertain that she ceases all use of the Standards and Products at the date at which the Agreement ends. If it is found that Member has acted contrary to aforementioned, the relevant contributions and (possibly) any other financial obligations shall be payable retroactively and due immediately (notwithstanding Ketenstandaard's other statutory and contractual rights). Member indemnifies Ketenstandaard for any possible claims made by third parties that are related tot he unauthorised use.
- 1.10.6 Provisions in these General Provisions that, by their nature, shall continue once the Agreement has been terminated, remain in full force.

#### 1.11 Final provisions

- 1.11.1 The applicability of any General Terms and Provisions (purchasing) conditions as used by Member are explicitly rejected.
- 1.11.2 Ketenstandaard retains the right to amend the General Provisions and/or the Specific Provisions at all times. Ketenstandaard shall announce any such amendments at least thirty (30) days before the date of implementation. If Ketenstandaard were to amend any of the General Provisions and/or the applicable Specific Provisions in respect of ongoing Agreements to the detriment of Member, Member will have three (3) weeks after this announcement the right to annul the Agreement via a written communication opposing the commencement date of the amendment.
- 1.11.3 The nullity, invalidity or non-bindingness of a provision within the Agreement (whether in the General Provisions or the Specific Provisions) shall not result in the Agreement as a whole becoming, nullified, invalid or non-binding. All other provisions shall remain in force and shall replace the nullified, invalid or non-binding provision with a provision that is valid and binding and the scope of which is, taking into consideration the contents and purpose of the Agreement, similar to the nullified, invalid or non-binding provision.





- 1.11.4 In these General Provisions and Specific Provisions, the notion of “written” is deemed as to include “via email”.
- 1.11.5 In any given situation where the provisions found in this regulation are considered unclear or unforeseen, the Board will decide.
- 1.11.6 Only Dutch Law will apply to the Agreement and any disputes that might arise with regard to the Agreement shall only be submitted to the competent Court in Arnhem.



## 2. Specific provisions DICO

### 2.1 General

These Specific Provisions shall apply, as a complement the General Provisions, to the DICO License.

### 2.2 DICO License

- 2.2.1 Member has concluded a DICO License as per the General Provisions.
- 2.2.2 Member will receive by default one GLN for the coding of addresses. More GLNs can be provided for upon request.
- 2.2.3 Upon cancellation of the DICO License:
  - a. your GLN will be rendered non-active.
  - b. you will no longer have the rights to use DICO when receiving and/or sending electronic messages with your trade partners.

### 2.3. Contribution DICO

- 2.3.1 The Contribution to be paid by Member is based on the specific turnover category in which the annual revenue, as defined in article 1.1., of Member is placed.
- 2.3.2 The determining of the annual revenue concerns the general accounting annual revenue and is unrelated to the factual use of DICO. It is not allowed to declare the annual revenue of a daughter company, unless Member wishes to make use of article 2.3.4.
- 2.3.3 When Member declares the turnover category, it is presumed that Member shall make a correct declaration. Every Autumn, Ketenstandaard will request a declaration of Member's turnover category for the contribution invoice of the following year.
- 2.3.4 If Member invoices over 50% of its revenue to or purchases in other sectors than the Dutch construction and installation sector, considered in the most broadest terms, a declaration of the invoiced or purchased revenue in the Dutch construction and installation sector will suffice.
- 2.3.5 The Contribution for Service providers is a set amount, independent from the annual revenue.
- 2.3.6 For Members, such as real estate managers and housing corporations, for whom the annual revenue, as described in article 1.1, is made up for over 75% of rental income of private individuals, the purchasing value for any of the products and services bought in the construction and installation sector in the year preceding the previous year may be used to determine the turnover category, regardless whether this purchasing value has been realised through the employment of the Standards. If Member would choose this option, an auditor's report, annual statement or document with similar status is necessary, which can ascertain the Member has fulfilled the requirements.



## 3. Specific provisions ETIM

### 3.1 General

These Specific Provisions shall apply, as a complement the General Provisions, to the ETIM License.

### 3.2 ETIM License

- 3.2.1 Member will receive by default one GLN for the coding of addresses. A DICO License is required in order to obtain more GLNs.
- 3.2.2 Ketenstandaard shall grant Member, during the period as prescribed in this Agreement, the non-exclusive right to submit amendment requests and to be present during Member meetings.

### 3.3 Contribution ETIM

- 3.3.1 Determining the annual revenue for the contribution for ETIM is the same as how the DICO contribution is determined, as described in articles 2.3.1 all through 2.3.5.



## 4. Specific Provisions STABU

### 4.1 General

These Specific Provisions shall apply, as a complement the General Provisions, to the STABU License.

### 4.2 STABU Licenses

#### 4.2.1 Member has concluded a STABU License and will receive:

- An unique STABU License number which can be used to access the STABU Database for one user.
- The user's right to the STABU Database. Het gebruiksrecht van de STABU Database
- The STABU Standard
- Access to Mijn Ketenstandaard

#### 4.2.2.a Member has concluded a License STABU FPS and will receive:

- A STABU License, see 4.2.1
- The right to have Ketenstandaard manufacture FPSs;
- The right to the uptake and release of FPSs in the STABU Database;
- The right to publish on the STABU Fabrikanten Index.
- The right to publish the FPSs during the duration of this agreement.

#### 4.2.2.b Member vouches for the correctness of the provided information and shall be responsible for the accuracy of this information at all times. If Ketenstandaard were to determine or it otherwise appears that the information provided are incorrect content wise, Ketenstandaard retains the right to remove immediately the FPSs from the STABU Database and the STABU Fabrikanten Index. The aforementioned does not affect Member's obligation to comply with the obligations set out in the Agreement and these General Terms and Conditions.

#### 4.2.2.c Ketenstandaard has the right to remove the FPSs from the STABU Database and STABU Fabrikanten Index thirty (30) days after the expiration of the payment period, if the Member has not paid the Contribution, as mentioned in the Agreement, in time. The removal of the FPSs by STABU does not relieve the license holder of his obligation to pay stemming from this Agreement.

#### 4.2.2.d Ketenstandaard ensures, via uptake and release in the STABU Database, the distribution of FPSs and, via publication on the STABU Fabrikanten Index, ascertains that the FPSs are online and available to all without restrictions.

#### 4.2.2.e The royalties and all other rights of intellectual property regarding the information provided for by Member to Ketenstandaard remain the property of Member, with the understanding that Ketenstandaard shall employ this information for the purpose agreed upon, as per this Agreement and the General Terms and Conditions.

### 4.3 Contribution STABU

#### 4.3.1 The contribution for the STABU License is a set amount per year for one user. An additional amount will be charged for any additional user(s) per year.

#### 4.3.2 The contribution for FPSs is based on the scale of the number of FPSs, including the STABU License for one user. An additional amount will be charged for an additional user.