3HTS supplementary terms

Version 1.0, effective from 18 September 2026

These supplementary terms apply alongside the Terms and Conditions of the Metaalunie of 1 January 2025 (Metaalunievoorwaarden 2025), issued by Koninklijke Metaalunie and filed with the Registry of the Court of Rotterdam. This is a translation. In case of any difference, the Dutch text prevails.

Terms used by 3H Technical Services B.V., Dutch Chamber of Commerce (KvK) no. 77095553, Van Utrechtweg 20q, 2921 LN Krimpen aan den IJssel

Article 1. The Metaalunie terms

1.1 In all cases in which we make an offer or act as contractor, the Terms and Conditions of the Metaalunie of 1 January 2025 (in Dutch, Metaalunievoorwaarden 2025) apply to our quotations, to orders placed with us and to agreements concluded with us. They are issued by Koninklijke Metaalunie and filed with the Registry of the Court of Rotterdam.

1.2 In addition, these supplementary terms apply. In them, ‘we’, ‘us’ and ‘3HTS’ mean 3H Technical Services B.V., Dutch Chamber of Commerce (KvK) no. 77095553, referred to as the contractor in the Metaalunie terms. ‘You’ and ‘the client’ mean the business that receives a quotation from us or places an order with us.

1.3 We send the Metaalunie terms and these supplementary terms as a pdf with every quotation and every order confirmation. If we start without a quotation, for example for a breakdown, we send them with our first confirmation of the order. If you would like to read them before that, email info@3hts.nl and we will send them to you free of charge.

1.4 We expressly reject any purchasing terms or other terms and conditions of the client. They only apply if we have agreed to them in writing for a specific order. Even then they do not take precedence over the Metaalunie terms and these supplementary terms, except for the provisions that we have agreed in writing will take precedence.

Article 2. What takes precedence

2.1 Whatever we agree with you in writing for a specific order, in the quotation, the order confirmation or a separate agreement, always takes precedence over the Metaalunie terms and over these supplementary terms. Examples are rates, contract term and termination, response times for our breakdown service, or a different guarantee. An oral agreement only takes precedence if we have confirmed it in writing or by email. This is an express departure from article 1.3 of the Metaalunie terms, which makes no distinction between oral and written agreements.

2.2 Next come the Metaalunie terms. These supplementary terms apply alongside them. If a provision in these supplementary terms covers something the Metaalunie terms say nothing about, or adds to an article, it applies in full. If a provision conflicts with the Metaalunie terms, the Metaalunie terms prevail. The only exception is a provision that expressly states that it departs from an article of the Metaalunie terms and names that article by number. We do this in articles 2.1, 4.2, 5.3, 5.4 and 6.5.

2.3 These supplementary terms are general terms and conditions, just like the Metaalunie terms. Article 1.3 of the Metaalunie terms gives precedence to provisions of the agreement itself. For that purpose these supplementary terms do not count as a provision of the agreement.

Article 3. Working on site

3.1 Article 10 of the Metaalunie terms sets out what the client must do when we work for it. When we work at a site of the client or at another location the client designates, such as a vessel in a yard or its own customer's site, the client must also ensure that

- the installation or object we work on is released to us on time and, where the work requires it, is shut down, depressurised, de-energised, emptied and cleaned,

- our people have access on time, with gate passes, registration and the safety induction that is mandatory at that location,
- it informs us in advance and in writing of the risks it knows or ought to know of in relation to the object and its surroundings, such as hazardous substances and residues.

3.2 If waiting time arises because the client has not arranged something under article 3.1 above or under article 10 of the Metaalunie terms on time, that waiting time counts as contract extras. We charge it in accordance with article 9 of the Metaalunie terms, so at our rates applicable at the time of the waiting, unless the quotation states a rate for waiting time. What article 5 of the Metaalunie terms says about a new delivery time and the reimbursement of costs and damage continues to apply.

Article 4. Stopping work when unsafe

4.1 If our technicians reasonably consider that the work cannot continue safely, for example because of substances or defects that were not reported in advance, they may stop the work until it can safely continue. We will inform the client immediately.

4.2 If we did not cause the unsafe situation ourselves, stopping work for that reason is not a breach on our part. The standstill is then at the client's expense and risk, as referred to in articles 5.3 and 10.1 of the Metaalunie terms. Stopping work for that reason does not count as force majeure. This is an express departure from article 8 of the Metaalunie terms. If the standstill lasts longer than six months, we may nevertheless terminate the agreement in whole or in part, as under article 8.4. We charge the waiting time as set out in article 3.2 above.

Article 5. Testing and inspection

5.1 A test or inspection is a snapshot. We assess what is visible and accessible at the time of the test or inspection, within the scope and method agreed with the client. The report states what we examined and how.

5.2 The outcome no longer applies once work has been done on the object, or if it has been damaged or altered. We give no guarantee on a test or inspection. Article 13.9(b) of the Metaalunie terms also excludes any guarantee on inspecting items.

5.3 If an item fails our test or inspection, we will inform the client. For what we test within the agreed scope and method, this duty to inform is an express departure from article 4.3 of the Metaalunie terms. The client must ensure that anything that has failed is not used until it has been repaired or replaced and has then passed a test or inspection. The client remains responsible for the safe use of its installations and work equipment, and for having them tested on time. We may advise on the interval until the next test, but the client decides on that interval itself.

5.4 The client may keep and copy the reports, certificates and inspection labels we produce for it, and show them or give copies to its insurer, regulators, auditors and its own customers. This is an express departure from article 3 of the Metaalunie terms. The restrictions, penalties and duty to return in article 3 therefore do not apply to these documents. For everything else we provide to the client, such as quotations, drawings and working methods, article 3 continues to apply in full.

Article 6. Seconded technicians

6.1 When we make available a technician who works under the direction and supervision of the client, we provide a technician with the expertise and certificates agreed for that order. We are not responsible for the result of the work that the technician carries out under the client's direction.

6.2 The client provides a safe workplace, instruction, supervision and the protective equipment required at the workplace, just as for its own staff. In good time before the start, the client gives us the description from its risk inventory and evaluation (RI&E) of the hazards, the measures that limit the risks and the risks at the technician's workplace. This is a statutory obligation under Dutch law (article 5(5) of the Dutch Working Conditions Act, Arbowet). The client also tells us which professional qualification it requires of the technician. We pass both on to the technician before the start, as article 11 of the Waadi requires of us.

6.3 Before the start, the client also gives us, in writing or electronically, the terms of employment that apply at its company for the same or an equivalent position. This is a statutory obligation under Dutch law (article 12a of the Wet allocatie arbeidskrachten door intermediairs, the Waadi). If those terms change during the assignment, the client informs us in good time.

6.4 The client indemnifies us against claims arising from work under the client's direction or from the conditions at the client's workplace. This covers claims by third parties and claims by the technician. It does not apply if the loss results from intent or wilful recklessness on the part of our management. The technician's own statutory rights remain unaffected.

6.5 Rates, allowances, travel time, the duration of the assignment, how each party can terminate it and replacement in case of illness or leave are agreed in writing for each order. Those agreements take precedence over the Metaalunie terms, including article 8 (force majeure) and article 20 (termination) of those terms. If nothing has been agreed about termination for an assignment without an end date, you and we may terminate the assignment in writing with reasonable notice. This is an express departure from article 20 of the Metaalunie terms.

Article 7. Confidentiality, photos and references

7.1 We keep confidential any information about the client's business, installations and working methods. This covers what the client gives us and what we see and hear at its premises or site. It does not apply where the law or a public authority requires us to disclose something.

7.2 We use photos and videos we take on site only for the order and the report, and only within the rules of the site. For any other use, such as on our website or as a reference, we first ask the client for written permission. Without that permission we also do not name the client publicly as a customer or reference, for example on our website or on social media.

7.3 Articles 7.1 and 7.2 do not prevent us from sharing information, photos and videos with our own staff, subcontractors, insurer and advisers, insofar as they need it for the order or in a dispute and are themselves bound to confidentiality. Information that is already public is not covered by article 7.1.

7.4 Information we provide to the client is subject to article 3 of the Metaalunie terms, with the exception in article 5.4 above.

Article 8. Dutch prevails

8.1 The Metaalunie also publishes the Metaalunie terms 2025 in English, German, French and Spanish. If you ask for a translation, we send you the version the Metaalunie provides to its members. If a translation differs from the Dutch text, the Dutch text prevails. The English translation itself also states that the Dutch version prevails in its explanation and interpretation.

8.2 These supplementary terms are a translation of the Dutch text. In case of any difference, the Dutch text prevails.

Article 9. Version and changes

9.1 These are the supplementary terms of 3H Technical Services B.V., version 1.0, effective from 18 September 2026.

9.2 We may amend these supplementary terms. This version belongs with the Metaalunie terms 2025, and the article numbers we refer to are those of that version. An order is governed by the versions we name in the quotation or, if there is no quotation, in the order confirmation. If we name no version, the versions in force on the date of the quotation apply or, if there is no quotation, those in force on the date of the order confirmation. We will send you earlier versions on request.