



environmental policy centre

## Enhesa Update Subscription Form for Industrial Corporations

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I hereby wish to subscribe to the Enhesa Update (12 issues). The subscription starts the day I receive the website address, logon and password. The ENHESA standard terms and conditions as attached apply. Corporate License: EUR 7400 per year.

The Enhesa Update Site has been developed to keep you updated of ever changing environmental, health and safety (EHS) regulations in a multitude of countries around the globe. On a daily basis ENHESA and its global network of consultants track and analyze new EHS legislation and regulations that impact business. On this site you will be able to find titles and abstracts of new and proposed EHS legislation and regulations in some 50 countries around the globe. The information on this site is updated monthly. The information on this site is not intended to be exhaustive. Every month some 200 to 250 records are added or updated.

From the Enhesa Update Site you can also order analyses of all records, which go into more detail than the abstracts. As part of your corporate subscription you can make requests for up to 40 analyses, at no additional cost. Additional analyses of records can be ordered and will be charged at EUR 50 per request and EUR 50 per record (i.e. one request of 5 additional records would be charged at EUR 300).

**Enhesa Update Annual Subscription for industrial corporations:** (other subscribers outside the industry sector should contact us directly at [update@enhesa.com](mailto:update@enhesa.com) to obtain a quote)

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Tel: +32-2-775.97.97, Fax: +32-2-775.97.99, E-mail: [update@enhesa.com](mailto:update@enhesa.com)

## ANNEX - ENHESA S.A. TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** ENHESA S.A. (hereinafter "ENHESA") is an international environmental and occupational safety and health policy and regulatory consultancy and agrees to provide for the sole benefit and exclusive use of the Client the Services set out in its Proposal.
2. **PAYMENT TERMS.** All sums due from the client to ENHESA in accordance with the terms of ENHESA's Proposal shall be paid by the Client to ENHESA upon presentation of ENHESA's invoice to the Client, and any sums remaining unpaid at the expiry of 30 days shall bear interest thereafter, to accrue from day to day at the rate of 5% (FIVE PER CENT) per annum above the EURIBOR three months average.
3. **STANDARDS OF CARE.** ENHESA will perform its services using reasonable skill care and diligence to be expected of a properly qualified and competent firm of environmental regulatory researchers and analysts. ENHESA products and/or services involve descriptions or details of international, national or local laws and regulations. ENHESA shall use reasonable efforts to obtain relevant, publicly available information. It is understood that ENHESA is not always able to obtain the required information from public or private sources. ENHESA will make reasonable efforts to advise client when ENHESA learns that relevant information may exist that ENHESA has not been able to obtain. ENHESA shall have no further responsibility for inclusion of such information in its products or services. Information is generally deemed to be reliable at the time of publication, but cannot be guaranteed to be so. No warranty, express or implied, is made or intended by ENHESA's Proposal or by any ENHESA oral or written reports.
4. **PROFESSIONAL LIABILITY.** Notwithstanding anything to the contrary contained elsewhere in these Terms and Conditions or in any Purchase Order or any other contractual documents between CLIENT and ENHESA, the total liability of ENHESA under or in connection with ENHESA's Services, whether in contract, in tort, for breach of statutory duty or otherwise, shall not exceed the fee paid by the Client to ENHESA for the Services.
5. **INSURANCE.** ENHESA maintains all insurance required by law in each country in which jurisdiction it is subject, including workers' compensation insurance for all employees. CLIENT accepts that ENHESA may, at ENHESA's sole option, self-insure up to the limits of ENHESA's liability under the terms of this agreement.
6. **WARRANTY DISCLAIMER.** While ENHESA attempts to deliver accurate and complete information, occasional errors or omissions may occur in the information. ENHESA makes no representation regarding the accuracy or completeness of its information. Except as specifically provided for in this proposal, all information provided by ENHESA is provided to the client "as is." ENHESA does not warrant the accuracy, completeness, performance, currency, or fitness for a particular purpose of the information. ENHESA does not warrant that the information is error-free.
7. **DOCUMENTS.** ENHESA will furnish to the Client the number of reports and supporting documents (hereinafter "the Documents") as are agreed in the Proposal or otherwise in this Agreement or between ENHESA and the Client. Notwithstanding any other provision of this clause, the Documents shall be furnished by ENHESA to the Client for the exclusive internal use and reliance of the Client, its legal advisors and outside consultants retained by the Client for Client-specific purposes and for any purpose required by statute. The Client, its legal advisors and any outside consultants retained by the Client that may require access to the Documents to fulfill its obligations to the Client shall not be entitled to use the Documents for any other purpose without the prior written approval of ENHESA including without limitation advertising or other distribution or general publication. Except for the specific purpose set out above the Documents shall remain the sole property of ENHESA. Any unauthorized use or distribution shall be at the Client's and the recipient's sole risk and shall be without liability to ENHESA. The Client shall have the right, authority, and power to use the information contained in the documents for any internal purpose and in any internal manner as the Client sees fit. The Client shall be entitled to the use of such information without time limitation. Unless all fees due to ENHESA hereunder are paid, the Client, the Client's agents and designees shall not be entitled to use the Documents for any purpose whatsoever and the client shall upon written demand return the Documents to ENHESA. The Client further agrees that the Documents produced by ENHESA pursuant to this Agreement will not, without the prior written approval of ENHESA, be used for any purpose or project not expressly provided for in this Agreement.
8. **TITLE, OWNERSHIP RIGHTS, AND INTELLECTUAL PROPERTY RIGHTS** in and to ENHESA's Property and all Derivative Works thereto and copies thereof will remain with ENHESA. The Client, its agents and any outside counsel and consultants engaged by the Client and which will have access to ENHESA's Property, agree to abide by the patent and copyright laws and all other applicable laws of the United States including export control laws in connection with the Client's use of ENHESA's Property and agree to take all reasonable measures to protect ENHESA's Property from unauthorised reproduction and/or use. Except as set forth in this Agreement, no right or implied license or right of any kind is granted to the Client regarding ENHESA's Property, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, or (as applicable) to disassemble, decompile, or reverse engineer the Property, or any portions thereof, or obtain possession of any source code or other technical material relating to the Property. The Client further agrees not to lease, license, sell, sub-license or otherwise transfer ENHESA's Property except as permitted herein.
9. **OPINIONS OF COST.** If requested by the Client, ENHESA will use its best efforts to provide realistic opinions or estimates of cost for purchase, installation, remediation or construction as appropriate. Such estimates shall be based on ENHESA's experience on similar projects and the data reasonably available to ENHESA including its design and recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or the scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed in advance in writing by ENHESA. The Client agrees and acknowledges that the actual cost of such work will depend heavily on regional economics, local construction practices, the availability of material, site conditions, weather conditions, skills of contractors and many other factors beyond the control of ENHESA.
10. **CONFIDENTIALITY.** During the term of this Agreement and thereafter, ENHESA will maintain as confidential any documents or information provided by Client which are indicated to be confidential or should otherwise be reasonably understood to be confidential (the "Confidential Information"), and will not release, distribute or publish the Confidential Information to any third party without prior permission from the Client, unless compelled by order of a Court or regulatory body or as otherwise required by Law, but any such

compelled disclosure shall be made only to the extent so ordered and only if ENHESA timely notifies Client so that it may intervene in response to such order. Upon termination of its services under this Agreement, ENHESA shall return the Confidential Information to Client or destroy it, according to Client's request.

11. PUBLICITY. ENHESA expressly authorises the Client to publicly disclose and acknowledge that ENHESA is providing the Client with the services described in this proposal to any interested party that the Client so chooses, and the Client expressly authorises ENHESA to disclose and acknowledge that ENHESA is providing said services to the Client to other ENHESA clients or potential clients that express such an interest. It is understood by both parties that it is only in this way that ENHESA may offer the preferential prices that it is providing to the Client under this proposal.
12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the Kingdom of Belgium.
13. ARBITRATION. Unless otherwise agreed to in writing by ENHESA, any controversy or claim arising out or relating to this Agreement, or the Parties' decision to enter into this Agreement, or the breach thereof, shall be settled by arbitration through an arbitrator to be agreed by both Parties and in accordance with that organization's commercial arbitration rules. The arbitration proceeding shall be conducted and presided over by a single neutral arbitrator chosen pursuant to the arbitrator's procedures. Decision of the arbitrator shall be final, binding, and not subject to appeal or review; provided that, either Party may request that the arbitrator review and reconsider his or her decision, in whole or in part. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The enforcement of this arbitration provision shall be governed by the applicable laws of the Kingdom of Belgium. The arbitrator shall not award either Party punitive damages and the Parties shall be deemed to have waived any right to such damages.
14. PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS. CLIENT agrees that CLIENT signature indicating acceptance of ENHESA's Proposal constitutes a binding Contract between CLIENT and ENHESA for the provision of services described in ENHESA's Proposal and that the Terms and Conditions attached to said Proposal shall govern said Contract. CLIENT further agrees that said Contract can only be changed or amended in a writing signed by both parties which writing must specifically reference the particular Contract. CLIENT also agrees that the Terms and Conditions contained herein supersede and replace all prior or simultaneous proposals, negotiations, representations, conversations, discussions and agreements, whether written or oral, between CLIENT and ENHESA and all past dealing or industry custom, and shall apply to and govern all dealings between CLIENT and ENHESA including CLIENT Purchase Orders and Work Orders issued subsequently pursuant to this Contract notwithstanding that the CLIENT Purchase Orders and Work Orders may be issued without reprinting these Terms and Conditions. If the Terms and Conditions contained in any Purchase Order generated by the CLIENT conflict with the Terms and Conditions of ENHESA's Proposal, then CLIENT agrees to be bound by the Terms and Conditions of ENHESA's Proposal that are incorporated by reference into the Contract. These Terms and Conditions may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding unless made expressly in writing, referencing the particular Contract, and signed by ENHESA. Notwithstanding any statements to the contrary in any CLIENT Purchase Order or other contractual document, delivery of products or services by ENHESA and/or invoicing for same does not constitute acceptance of any other Terms and Conditions than those contained herein. CLIENT agrees to confirm, in writing, upon ENHESA's request, that this Contract governs the rights of the parties over the Terms and Conditions of any Purchase Order generated during the term of this contract to the extent that they conflict.

(version of 2006-12-01)