

General terms and conditions

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1. Definitions

1.1. In these terms and conditions, the following definitions shall apply:

1.1.1. General terms and conditions: the present general terms and conditions of purchase.

1.1.2. Client: authorised by and/or on behalf of owner of the entity (object(s) for which assignment is given); represented for this purpose by Dutchen B.V.

1.1.3. Contractor: the person who performs the Work in accordance with the Agreement and/or Order.

1.1.4. Object: the immovable property as defined in the Agreement and/or Order.

1.1.5. Agreement/Order: written order between the Client and the Contractor, regarding the Work, any amendment or supplement thereto, and also all (legal) acts in preparation and execution of the Agreement/Order; referring to the purchase order.

1.1.6. Work: the work to be performed for the benefit of Principal, goods to be delivered, services to be rendered and other matters agreed upon according to the Agreement and/or Order.

1.1.7. Developer: Dutchen B.V.

1.1.8. WKA: Sequential Liability Act

2. Validity

2.1. These General Terms and Conditions shall apply to all quotations requested by the Client, orders issued and all other agreements concluded in relation to the realisation of the Work.

2.2. These General Terms and Conditions are valid at all times to the extent not expressly deviated from by the Client in writing.

2.3. The General Terms and Conditions of the Contractor expressly do not apply. These General Terms and Conditions take their place. In the event of disputes, Dutch Law shall apply.

2.4. The Client is authorised to amend or supplement the General Terms and Conditions and is obliged to inform the Contractor accordingly. Amendments shall also apply to Agreements already concluded, subject to a period of thirty (30) days after the

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written notice of that amendment or at a later date specified in the notice.

- 2.5. In the event of the contracting of construction and/or technical installation work, the Uniform Administrative Terms and Conditions (UAV) 2012 form an integral part of these General Terms and Conditions.
- 2.6. In the event of contradictions between the documents applicable to the Work, the following order of validity shall be observed, whereby the document referred to by a lower number takes precedence over the document referred to by a higher number:
 1. the Agreement/Assignment;
 2. the specifications or the statement of work provided by the Client;
 3. these General Terms and Conditions;
 4. the UAV 2012.
3. Price offer
 - 3.1. Price offers should be delivered with an open budget (specification of costs).
 - 3.2. Price offers are entirely without obligation. Negotiations with regard to price offers do not oblige Client in any way.
 - 3.3. The Customer is free in its choice regarding requesting price offers and placing orders and does not owe the Provider any explanation or accountability in this respect.
 - 3.4. If no order is issued/granted, the Client shall not owe any fee to the Contractor, unless agreed in advance in writing with the Client.
 - 3.5. The prices mentioned in the price offer are fixed until the end of the Work.
 - 3.6. The period of validity of a price offer is at least three (3) months.
 - 3.7. The prices of hours and fixed amounts relating to contracts for the performance of works/services or orders with a contract duration of more than one calendar year may be index-linked each year on 1 January.
 - 3.8. The indexation proposed by the Contractor must be submitted in writing (by e-mail) to the Client no later than 1 December, prior to the year of any indexation.

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be made known. After review, the Client will notify the Contractor in writing whether the proposed indexation is agreed to. If, within two (2) months after receipt of the proposal, the Parties do not agree on the proposed indexation, no indexation will take place.

4. Agreement/Transfer

4.1. The assignment contract is concluded when a written copy thereof is signed by the Client. In urgent matters, the Principal may also decide to give instructions verbally first. In such a case, a written confirmation always follows afterwards. Even in the event of an oral assignment, once a Contractor has started to perform the assigned work, he can never invoke unfamiliarity with the provisions of these General Terms and Conditions.

4.2. When Dutchen B.V. awards an order on a directional basis, there is always a fixed mandate amount. This is stated on the purchase order. The Contractor is not permitted to exceed this mandate amount by more than €250 (in words: two hundred and fifty euros) excluding VAT without prior permission from the Client. Invoices exceeding the mandate amount without prior permission will not be processed. If for any reason no mandate amount is stated on the purchase order, the mandate amount for maintenance work on a cost-plus basis is €500 (in words: five hundred euros) excluding VAT.

4.3. For an assignment exceeding the amount of €50,000 excluding VAT (in words: fifty thousand euro), the Principal may require a bank guarantee. If the Principal requires a bank guarantee in such cases, the assignment will be granted on the suspensive condition that the Principal, prior to commencement of the work, is provided by the Contractor with a bank guarantee in the amount of 10% (or to be agreed upon) of the total amount of the assignment including VAT, or in the amount of the first payment instalment if this exceeds the aforementioned 10%. The bank guarantee shall remain in force until the work has been properly completed and the Principal has been given possession of the completion documents by the Contractor.

4.4. If technical documents do not correspond with each other, this should be reported to the Client so that the Client can determine further instructions, which must also be followed by the Contractor. This applies to all types of technical documents that are part of the Agreement.

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- 4.5. All documents made available by the Client and/or produced by the Contractor in the context of the Agreement shall remain or become the property of the Client. Their use and copying is only permitted after written (by e- mail) permission from the Client. The above does not apply if the documents produced are subject to copyright or similar rights on the part of the Contractor. However, Octrooibureau Novopatent shall render every assistance in transferring such rights to Principal.
5. More and less work
 - 5.1. Additional and less work and changes may only be carried out by the Contractor after written approval by the Client. The Contractor must make a new price offer for this for assessment and approval by the Principal. In respect of additional work carried out, for which no prior written order has been given, Principal does not owe Contractor any compensation.
 - 5.2. Additional and less work does not entitle to an extension of the delivery period, or this must be agreed in advance in writing between Principal and Contractor.
6. Implementation
 - 6.1. The contact person designated by the Client and made known to the Contracted Party to coordinate, supervise or control the Work shall act as the management. If the Client has not appointed a contact person as described above, the Contracted Party will be responsible for the management itself.
 - 6.2. If no fixed commencement date has been agreed, the Contracted Party will inform the Client in good time (at least two (2) weeks in advance) of the commencement of the Work. The Work must be performed in one (1) consecutive period with sufficient personnel, this to be approved by the Client. With regard to the performance of periodic maintenance, the frequency etc. must be determined in mutual consultation.
 - 6.3. At least three (3) weeks before commencing work on site or making preparations for work, the Contractor shall, in consultation with the management appointed by the Principal for that purpose, ensure that the tenants and other interested parties are informed of the starting time, nature/size and duration of the work.
 - 6.4. If the Work causes inconvenience in any way to the tenants/owners of the Object of the execution of the Work, the Contractor shall discuss this in advance with the Client. If necessary, the Contractor, in consultation with

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Principal, separate agreements with the tenants/owners regarding the performance of the Work outside changeover days and nuisance hours.

- 6.5. The Contractor shall ensure that the employees of the Contractor comply with the applicable house rules of the Object concerned during the performance of the work, whether or not laid down in a set of house rules. These may, for example, be rules in the field of smoking, radio, toilet use, lunch and parking facilities, working hours (especially if noise nuisance is involved), protection of walls, lifts and grounds, location of container(s) etc.
- 6.6. All the necessary horizontal and vertical transport, digging, paving, drilling, cutting and breaking work, working on/arresting (including repair and painting work), and also the removal and, where appropriate, responsible dumping of all surplus materials, packaging and construction waste and the delivery of clean building materials are part of the Contractor's obligations and are therefore included in the work and the agreed price. Disposal and dumping/destruction of asbestos-containing, chemical and nuclear waste must be accompanied by a dumping/destruction certificate issued to Principal.
- 6.7. The Contractor is not allowed to have the work performed by others (subcontracting through third parties) or to hire staff from others without the written consent of the Client.
- 6.8. For work with a high (fire) risk, such as open fire, cutting/grinding, burning off paint, welding, roofing and similar work, the Contractor is responsible for taking the precautions listed below before carrying out the work:
 1. Such type of work may only be performed after notification to Principal. The Client must ensure that flammable items cannot be ignited by flames, sparks, hot gases or heat conduction.
 2. Flammable substances, except those necessary for the execution of the work, must be removed to a safe distance or protected with non-combustible material;
 3. The location where the fire hazardous work was carried out should be checked for fire and smoke development by the Contractor approximately one (1) hour after completion of the work;
 4. During the performance of the work, the Contractor shall ensure the presence of fire extinguishers and operating personnel.

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- 6.9. If there is any damage in the vicinity of the Work performed or within five (5) hours of completion of the Work, the Contractor shall prove that the precautionary measures mentioned above (clause 6.8) have been or were taken.
- 6.10. Contractor should guard against risks arising from hazardous work properly insured.
7. Rules, regulations, provisions, etc.
- 7.1. For the building materials, equipment, constructions and other materials to be brought in, proof in the form of a certificate/attestation, that it complies with the then applicable laws and regulations, must be submitted to Principal.
- 7.2. The method of transport, storage and processing/assembly/connection of the building materials, equipment and structures to be brought in as prescribed by the manufacturer/supplier must be followed by the Contractor.
- 7.3. The rules and regulations of the locally competent utility companies and (semi-) government bodies, including the Working Conditions Act and Buildings Decree. It is the Contractor's duty to inform himself of these and to ensure that the necessary permits, exemptions, inspection certificates, etc. required for execution and ready-for-use delivery are obtained in good time. The Principal shall take care of the obligations imposed on it by law or standard.
- 7.4. The Contractor must satisfy himself as to the extent to which the Working Conditions Decree applies and must act in accordance with its provisions. Contractor shall inform Principal in writing of his findings before the start of the work. If any subcontractors are involved, the Contractor must ensure that a coordinator for the execution phase has been appointed in accordance with the H&S obligations stipulated in the Working Conditions Decree. In the event of subcontracting, the Contractor must appoint a coordinator for the execution phase. If there is a safety and health plan, it forms part of the assignment. The safety and health plan must be completed by the 'coordinator for the execution phase'. The Contractor must follow the instructions of the 'coordinator of the execution phase', as well as the instructions in a safety and health plan, and may never lead to a settlement of any costs arising therefrom.
- 7.5. All drawings, technical descriptions, designs, scale models and calculations provided by Customer or produced at Customer's request shall belong to Customer in ownership. Use, emphasis and

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reproduction thereof is only permitted after written permission from Principal. The foregoing does not apply if the documents produced are subject to copyright, trade secret or similar rights on the part of the Contractor.

8. Fault messages (if applicable)
 - 8.1. Faults will be reported by Dutchen B.V. to the Contractor by e-mail and/or telephone as soon as possible. All fault reports that fall outside the regular maintenance contract will be confirmed in writing by means of a purchase order with a unique order number.
 - 8.2. If an urgent malfunction is reported (urgent malfunction means: a malfunction that has such an influence on the operation of the installation that the operational management and/or the business process of the user/tenant/manager is seriously impeded), the Contractor shall, except in cases of force majeure, commence repairing the malfunction within a maximum of two (2) hours after the notification of the malfunction, unless the Client and the Contractor have made other arrangements in this respect. The work cannot stop earlier until it has been solved or a (temporary) acceptable solution has been offered. This must always be agreed in consultation with Dutchen B.V.. If necessary, the work will have to be performed outside office hours.
 - 8.3. If a non-urgent failure is reported, the Contractor will deal with the failure no later than the next working day, until the failure is resolved, unless Dutchen B.V. has made other arrangements with the Contractor.
9. Preventive maintenance
 - 9.1. For this purpose, preventive maintenance means the performance of work, periodically or otherwise, aimed at ensuring that the contracted installations continue to function:
 1. The technical performance is as envisaged at design or as specified;
 2. The technical lifespan of components is optimised;
 3. Disruptions in the operation of plant and components are minimised;
 4. Energy consumption and environmental impact are as optimal as possible.
10. Invoicing and Payments
 - 10.1. Invoices should be submitted itemised, in accordance with the purchase order.

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- 10.2. Invoices should only be submitted digitally, by e-mail (facturen@dutchen.com), in accordance with the purchase order.
- 10.3. Apply to the Work copies of work orders including hours x wage specification should be sent with the invoice.
- 10.4. Payments shall be made within thirty (30) days of receipt of the correct invoice. The payment obligations rest with the Client. Dutchen B.V. can never be held liable by the Contractor for any payment on any grounds whatsoever.
11. Completion and maintenance period
 - 11.1. The Work will be regarded as delivered when the Work has been inspected and approved by Dutchen B.V. and the completion report has been signed for approval by both Parties. The day, on which the Work has been approved, the completion forms have been signed and revision documents have been received by Dutchen B.V., will be considered the day on which the Work is definitively regarded as completed.
 - 11.2. Upon completion of the Work, the Contractor shall ensure that the Client obtains possession of all relevant manuals, maintenance instructions, (digital) drawings, warranty certificates and the like.
 - 11.3. With regard to technical installations, a complete set of revision drawings in a pre-agreed format/scale digitally (preferably in PDF and .DWG) shall be handed over to the Client within two (2) months after completion.
 - 11.4. The maintenance period has a term of twelve (12) months, unless otherwise agreed when the order was issued, and will commence immediately after the day on which the Work is deemed to have been completed in accordance with paragraph 1 (11.1). The Contracted Party will be obliged to remedy (and report) defects that become apparent during the maintenance period as soon as possible, after which a maintenance period of at least twelve (12) months or longer in accordance with supplier guarantees will again apply to the part in question and under the conditions referred to above.
12. Guarantees
 - 12.1. The guarantee statement should be provided by the Contractor and should be in the name of the entity.

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- 12.2. Once delivery has taken place to the satisfaction of the Customer, a warranty period of at least twelve (12) months shall commence for the work. If the work is in any way related to cooling heating installations, these months only count insofar as they fall within the cooling and/or heating season. All (performance) defects which come to light within the maintenance period/warranty period, insofar as they are imputable to the Contractor and insofar as they have not been caused by inexpert use or vandalism, shall be remedied by the Contractor free of charge and immediately, after which a maintenance period of at least three (3) months shall apply to the part in question again and under the conditions referred to above.
- 12.3. If an Agreement states that one (1) or more parts of the Work are to be guaranteed, the guarantee will entail that the guarantor undertakes, at his expense, to repair all defects occurring during the guarantee period as soon as possible on first demand by the Customer.
13. Client obligations
- 13.1. The Principal shall grant the Contractor access to the Object and, where necessary, to the installations during normal working hours. At other times, access will be granted to the extent necessary for the execution of the work and/or repair of malfunctions.
- 13.2. The Contractor is entitled to use equipment present on the Work to which the Client has a right of use. This will be done at the Client's own risk. The Client shall never be liable for damage to property or persons due to the use of the equipment.
- 13.3. The Client may, after consultation with the Contracted Party, make changes in the use and/or purpose of the facilities or changes in the scope of the supplies and/or services. Should these changes have consequences for the performance of services/works, the Contracted Party may, in consultation with the Client, adjust the fee for the Agreement if there are demonstrable reasons for this.
14. Contractor's obligations
- 14.1. The Contractor is obliged to perform the Work in accordance with the provisions of the Agreement.

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- 14.2. The contact person designated by the Client and made known to the Contractor, charged with the coordination, supervision and/or control of the Work, shall act as the management.
- 14.3. The execution of the Work is the responsibility of the Contractor from the time of commencement until the day on which the Work is considered delivered.
- 14.4. The Contractor is responsible for investigating the location of cables and pipes before commencing work, if there is reason to do so. The Contractor will also always inform the Principal of his findings.
- 14.5. The Contractor shall be deemed to be familiar with the statutory regulations and government decisions relevant to the execution of the Work, insofar as they are in force on the date of the offer. The consequences associated with compliance and non-compliance or penalties shall be borne by the Contractor.
15. Damages and liability
 - 15.1. Contractor is liable for all damage caused by him or his personnel or subcontractors or his suppliers to the Work, other works and property and/or the person of Principal, users of the Object and third parties, which damage arises from or is connected with the execution of the provisions of the Agreement. Damage shall include death, injury and/or property damage, impairment of the health of persons, trading loss and damage as a result of loss of rent and claims of tenants and also all (other) property and environmental damage.
 - 15.2. Contractor shall take all necessary measures and provisions to prevent contamination, pollution, damage and the like to the Object and other property of Principal and third parties. In the event of damage occurring, Contractor is obliged to immediately take the measures necessary to limit the damage without consultation. Contractor shall report the occurrence of damage verbally to Principal immediately after he becomes aware of it, to be followed by a written explanation no later than within twenty-four (24) hours after the occurrence of the damage.
 - 15.3. In case of force majeure, the Contractor shall not be obliged to perform work/services. Force majeure occurs if personnel of the Contractor cannot perform work due to causes beyond the Contractor's fault (sphere of influence). If the force majeure situation continues for more than three months, both Parties are entitled to dissolve the Agreement without any mutual right to

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compensation. Force majeure will include fire, explosions, extreme water damage, natural disasters, acts of war, nuclear reactions or the release of atomic energy.

- 15.4. The Contractor indemnifies the Principal against consequences and claims of third parties for compensation of damage arising from or related to the Agreement. This indemnification also includes costs for advice and legal assistance.
- 15.5. The Client shall not be liable for any costs, damage and interest that may arise as a direct or indirect consequence of force majeure, acts or omissions by the Contractor, its subordinates or other persons employed by or on behalf of it and/or third parties contracted by the Client.
- 15.6. The Client shall never be liable to the Contracted Party for compensation for damage or loss of profits, except in the event of intent or gross negligence on the part of the Client. Furthermore, the Client shall not be liable for damage or loss through whatever cause of items made available by the Contractor.
- 15.7. Any liability of the Principal shall be limited to the amount paid out under the liability insurance policy in the case in question and any claim against the Principal for damages shall lapse after a period of three months following the discovery by the Contractor of the damage. The Contractor accepts that the Client is not liable for any (consequential) damage that may occur to the Contractor due to stagnation of the Work, regardless of the cause.
16. Duration and termination (maintenance) agreement
 - 16.1. The Agreement is entered into for the duration as stipulated in the Agreement and is tacitly renewed by one (1) year each time after the expiry of the agreed term, unless otherwise stipulated in the Agreement.
 - 16.2. Notice of termination must be given in writing by registered letter with due regard to a period of three (3) months, unless the Agreement provides otherwise.
 - 16.3. Client has the right to terminate the Agreement with immediate effect by means of a written notification by e-mail without prior notice of default out of court if:
 1. The Contractor is granted suspension of payments (provisional or otherwise), or

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2. Contractor is declared bankrupt, or Contractor files a petition for the application of a debt restructuring scheme, or Contractor is placed under guardianship or administration; or
 3. Permits are halted or revoked; or
 4. The Contractor's property is attached at the expense of the Contractor in respect of substantial debts and such attachment is maintained for more than one month, or
 5. the Contractor ceases its business, or a third party, directly or indirectly, acquires control over the Contractor or enters into a legal merger with the Contractor, and the interests of the Client are, or may be, harmed to such an extent that it can no longer reasonably be required to allow the Agreement to continue. Or
 6. Fraud,- or deceit by the Contractor.
- 16.4. On account of termination/termination of the Agreement on the aforementioned grounds, Principal shall never be liable to Contractor for any compensation or payment, without prejudice to Principal's right to full compensation on account of breach by Contractor of its obligations or rights as referred to above and without prejudice to Principal's other rights in this respect.
- 16.5. In the event of a change of manager, closure, division or sale of the Object to which the Agreement relates, Principal shall be entitled to terminate the Agreement, in whole or in part, extrajudicially by means of a statement to that effect to Contractor, unless the Agreement provides otherwise.
- 16.6. Dissolution of the Agreement may be retroactive to a maximum of 14 (14) days if an Object is sold. Obligations of the parties in respect of the Work already completed at the date of dissolution shall remain in full force and effect. Obligations after the date of dissolution will be charged to the new owner/manager until fourteen (14) days from date.
- 16.7. The Contractor is obliged to do everything necessary, if applicable, to ensure a smooth problem-free transfer of the Work to the Client's next Contractor.
17. Insurance
- 17.1. In respect of its legal liability for damage to property of the Client or third parties or to persons as a result of the performance of the work under the Agreement, the Contractor must be in possession of a valid and, for the Work, adequate Civil Liability Insurance (AVB) with

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coverage of at least €2,500,000 (in words: two million five hundred thousand euro) per event, which insurance must be taken out with an insurance company established in the Netherlands and acting under the policy conditions customary in the Netherlands. The Contractor guarantees that the insurance in question will be maintained until at least five (5) years after the date of termination of the Agreement.

- 17.2. The obligation to take out insurance (with the aforementioned minimum cover), does not affect the Contractor's liability to Principal. If requested by Principal, Contractor shall allow inspection of the conditions and policies of the aforementioned insurance policies. On request, the Contractor must also provide the Principal with proof of the latest premium payments of the insurances.
- 17.3. If required by the nature of the Work, Contractor shall, at his own expense, take out Construction All Risk insurance (CAR) for the Work with customary conditions to cover the risk of damage to, among others, the users of the relevant areas of the Object or their property, and also property of the owner of the Object or Client if Client is not an owner, including any consequential damages.
- 17.3.1. A copy of the insurance policy (or certificate) should be sent to the Principal by e-mail before the start of the work. The duration of the insurance is at least equal to the actual construction time including the stipulated maintenance period. Any deviations can be discussed in advance in consultation with the Principal.
- 17.3.2. Principal shall be included as co-insured in the CAR policy. Contractor shall also have it recorded in the policy that any payments under the insurance will be made to Principal, that the insurer is obliged to notify Principal of the non-payment of premiums and that, as long as the insurer has not reported such and has not given Principal the opportunity to take measures, the cover will remain in full force and effect, notwithstanding any clauses to the contrary elsewhere in the policy.
18. Chain Liability Act (WKA)
- 18.1. The Contractor shall, on its own initiative, send recent original statements on social insurance contributions and fulfilment of tax obligations to the Client every three (3) months.

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- 18.2. The Contractor is obliged towards the Client to fulfil its legal obligation to:
- 18.3. Payment of wage tax and social insurance contributions (such as national insurance and employee insurance) related to the Work. If requested, the Contractor will provide the Principal with the information showing that these obligations have been met. If requested by the Client, the Agreement will be entered into under the suspensive condition that the Client is/will be provided by the Contractor with statements regarding the payment behaviour of the Contractor towards the Tax Authorities before the commencement of the Work. This statement may not be older than three (3) months and must furthermore be submitted to the Client every three (3) months for as long as the Agreement continues.
- 18.4. The Contractor is not permitted, without the Client's prior written consent, to use personnel made available to him by third parties when performing the Work (see also article 6.7 of these General Terms and Conditions).
- 18.5. At the Client's first request, the Contractor shall open and keep open a G account as referred to in the Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004 and undertakes to comply with the relevant regulations, or maintain a deposit account with the Tax Authorities.
The Client reserves the right, if in its opinion the Agreement so requires, to transfer directly to an account as referred to in the previous paragraph the part of the contract sum relating to the wage tax and social insurance contributions payable by the Contractor for its employees.
- 18.6. At the Client's request, the Contractor shall immediately provide the Client with the data required for keeping the records of the Work prescribed to the Client pursuant to the WKA.
- 18.7. Each instalment submitted by the Contractor to the Client shall state the wage sum within the meaning of the Social Insurance (Funding) Act included in the instalment amount, as well as the part of the Work and the place of performance to which the instalment relates.
- 18.8. The Client shall have no obligation to the Contractor or any subcontractors to contribute to the social security contributions collected from the Contractor or subcontractors by the social insurance implementing bodies or the Tax Authorities.

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taxes and/or (advance) contributions, which a subcontractor charged with part of the performance of the Work shall have left unpaid.

- 18.9. The Contractor shall indemnify the Client against all claims made by the said implementing bodies or the Tax Authorities in this regard, as well as against recourse claims of subcontractors, who will be charged with part of the performance of the Work, and furthermore against all other claims under the WKA.
- 18.10. The Contractor declares that the following statements concerning its business/legal personality have been obtained lawfully and are in accordance with the truth:
1. statement on fulfilment of tax obligations;
 2. declaration of payment behaviour for social insurance contributions;
 3. statement of the labour cost component by the Contractor;
 4. G account agreement;
 5. Commercial Register extract.
- 18.11. The Contractor undertakes to comply punctually with all obligations towards the employees employed by him, or the relevant industrial insurance board, which arise for him from the Act on the collective labour agreement for the industry to which the Contractor's company belongs. He shall immediately notify Principal of the withdrawal of his registration number by the Industrial Association.
- 18.12. The Client shall at all times be entitled to demand (further) financial securities from the Contractor, on conditions to be specified, in connection with the risk of liability under the WKA. Such financial securities may include bank guarantees, guarantees or sureties from another (legal) person, mortgages or pledges, or indemnification by a guarantee company or guarantee fund. To the extent that costs are associated with the provision of securities, these shall be borne by the Contractor.
- 18.13. To the extent that certain new measures are required as a result of legislative changes, case law or the position of implementing authorities, these conditions will be adjusted accordingly.
- 18.14. The Contractor shall keep the payroll records and other data relating to the Client's assignments for (at least) seven years, and shall also otherwise comply with all administrative obligations under the WKA.

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19. Disputes

19.1. In the event of disputes, an independent expert, to be appointed jointly by both parties, will be called in at the expense of dissent to issue an opinion that is binding on the parties. If no agreement can be reached on the appointment of this expert, the parties will have appointment made by court order.

20. Final provision

20.1. All direct or indirect damage incurred by Principal or his legal successor(s), including loss of rent and depreciation, as a result of Contractor's failure to comply with these terms and conditions or to do so with due care, shall be compensated in full with statutory interest by Contractor to Principal or his legal successor(s) on first written demand, without any notice of default or judicial intervention being required.

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