

ALGEMENE INKOOP- EN (ONDER)AANNEMINGSVORWAARDEN 2021

Algemene inkoop- en (onder)aannemingsvooraarden van (Franklin Offshore Europe B.V.) te (Rotterdam) van 01-07-2024

Algemeen

Artikel 1: Toepasselijkheid

- "Opdrachtgever" is de natuurlijke persoon, rechtspersoon of personevennootschap die deze inkoopvooraarden hanteert. De wederpartij wordt aangeduid als "Opdrachtnemer". Met "Principaal" wordt de voorwaarden die opdrachtgever van Opdrachtnemer bedoelt. Daarmee wordt onder het werk mede verstaan het verrichten van diensten.
- De artikelen 1 tot en met 23 van deze voorwaarden zijn van toepassing op alle aan Opdrachtgever gedane aanbiedingen en met Opdrachtgever gesloten overeenkomsten en op alle overeenkomsten die hieruit voortvloeien, een en ander voor zover Opdrachtgever inkoper dan wel opdrachtgever is. Hebben die aanbiedingen of overeenkomsten betrekking op (onder)aanneming van werk of het verrichten van diensten dan worden de artikelen 24 tot en met 32 van deze voorwaarden van toepassing.
- Afwijkingen van deze algemene inkoop- en (onder)aannemingsvooraarden gelden alleen wanneer deze schriftelijk door Opdrachtgever aan Opdrachtnemer zijn bevestigd.
- By strijd tussen de inhoud van de tussen Opdrachtgever en Opdrachtnemer gesloten overeenkomst en deze algemene voorwaarden gaan de bepalingen uit de overeenkomst voor.

Artikel 2: Kosten van aanbiedingen

- Eventuele kosten verbonden aan het doen van aanbiedingen of prijsopgaven, waaronder ook begrepen de kosten van adviezen, tekentekenen en dergelijke door of namens Opdrachtnemer gemaakt, worden door Opdrachtgever niet vergoed.

Artikel 3: Levering en boete

- Een opeengelegde levering of uitvoeringsperiode is fataal. Opdrachtnemer is door overschrijding van de levering of uitvoeringsperiode van rechtswege in verzuim. Zodra Opdrachtnemer weet of behoort te weten dat de uitvoering van de overeenkomst niet, nietig of niet naar behoren zal plaatsvinden, bericht hij dit onmiddellijk aan Opdrachtgever.
- Opdrachtnemer is aansprakelijk voor alle schade die door Opdrachtgever wordt gedekt als gevolg van overschrijding van de levering en/of uitvoeringsperiode in lid 1 van dit artikel.
- Voor elke dag vertraging in de levering of uitvoeringsperiode verbeurt Opdrachtnemer aan Opdrachtgever een direct opeisbare boete van € 1.000,- per dag. Deze boete kan naast schadevergoeding op grond van de wet worden gevorderd.

Artikel 4: Prijzen

- In de aanbieding genoemde prijzen zijn gebaseerd op levering zoals beschreven in artikel 5, eerste lid, van deze voorwaarden.
- Alle prijzen zijn in euro's uitgedrukt, vast, exclusief btw en inclusief deugdelijke verpakking.

- Een stijging van kostprijsbepalende factoren die is opgetreden na het sluiten van de overeenkomst blijft voor rekening van Opdrachtnemer, ongeacht de periode die is verstreken tussen het sluiten van de overeenkomst en de uitvoering daarvan.

Artikel 5: Levering en risico-overgang

- Levering vindt plaats op het moment dat Opdrachtnemer de zaak op de bedijsplaats of door Opdrachtgever gelast aan hem ter beschikking stelt. Opdrachtnemer draagt tot dat moment onder meer het risico van de zaak voor oplag, laden, transport en lossen. Opdrachtnemer is gehouden zich voor eigen rekening tegen deze risico's te verzekeren.
- Opdrachtgever en Opdrachtnemer kunnen overeenkomen dat Opdrachtgever voor de levering van de werkzaamheden meer oplag, laden, transport en lossen moet doen. In dat geval is de opdrachtgever, Opdrachtnemer kan tegen zeggen dat zijn risico's verzekerd zijn.
- Als de zaken door of namens Opdrachtgever worden afgehaald, dient Opdrachtnemer hulp bij het inladen te verleiden zonder daarvoor kosten te rekenen.

Artikel 6: Inspectie en keuring

- Opdrachtgever heeft te allen tijde het recht de bestelde of geleverde werkzaamheden te inspecteren en te keuren. In dat geval zal Opdrachtnemer zorgen voor zodanige faciliteiten als daarvoor redelijkerwijs kunnen worden verlangd.
- Opdrachtgever is op geen enkel moment verplicht om de bestelde of geleverde zaken en/of het (in uitvoering zijnde) werk te inspecteren of te keuren en mag er van uit gaan dat de bestelde of geleverde zaken en/of het (in uitvoering zijnde) werk deugdelijk zijn.

- De kosten van in lid 1 van dit artikel genoemde inspectiekeuring kunnen voor rekening van Opdrachtgever staan, alvorens deelname aan inspectiekeuring is aangekondigd. Inspectie of goedkeuring ontslaat Opdrachtnemer niet van enige garantie of aansprakelijkheid, zoals deze voorvoerden uit deze voorwaarden, de overeenkomst of de wet.

Artikel 7: Afkeuring

- Als de door Opdrachtgever geleverde zaken of het geleverde werk niet aan de vereiste kwaliteit voldoen, kan Opdrachtnemer de werkzaamheden terug leveren of de werkzaamheden tekeeren. In dat geval zal Opdrachtnemer zorgen voor zodanige faciliteiten als daarvoor redelijkerwijs kunnen worden verlangd.
- Opdrachtgever is op geen enkel moment verplicht om de bestelde of geleverde zaken en/of het (in uitvoering zijnde) werk te inspecteren of te keuren en mag er van uit gaan dat de bestelde of geleverde zaken en/of het (in uitvoering zijnde) werk deugdelijk zijn.
- De kosten van in lid 1 van dit artikel genoemde inspectiekeuring kunnen voor rekening van Opdrachtgever staan, alvorens deelname aan inspectiekeuring is aangekondigd. Inspectie of goedkeuring ontslaat Opdrachtnemer niet van enige garantie of aansprakelijkheid, zoals deze voorvoerden uit deze voorwaarden, de overeenkomst of de wet.

Artikel 8: Rechten van intellectueel eigendom

- Onder intellectueel eigendomsrechten worden onder andere verstaan auteursrechten, databankrechten, modelrechten, merkenrechten, octrooien, topografieën, en wel het recht om deze intellectueele eigendomsrechten te verkrijgen door aanvraag, depot, registratie, of anderszins.

- "Intellectueel eigendomsrechten op het werk" zijn alle intellectueel eigendomsrechten die rusten op het werk, de te leveren prestatie, op de zaken en op de hulpmiddelen zoals tekeningen, modellen, mallen, matrizen en gereedschappen, tot stand gebracht bij of ten behoeve van de levering van de overeenkomst tussen Opdrachtnemer en Opdrachtgever.

- Alle intellectueel eigendomsrechten op het werk komen toe aan Opdrachtgever. Opdrachtgever wordt aangemerkt als respectievelijk maker, ontwerper of uitvinder van de in het kader van de overeenkomst tot stand gebrachte werken. Opdrachtgever heeft daarom het exclusive recht om een octroo, merk of model aan te vragen. Indien prestatie (mede) bestaat uit een aantal intellectueel eigendomsrechten, dan draagt Opdrachtnemer deze rechten voor zover mogelijk, reeds nu voor aldaar, aan Opdrachtgever en zal op eerste verzoek van Opdrachtgever de eventuele voor de overdracht benodigde aanvullende handelingen onverwijld verrichten.

- Voor (de overdracht van) de intellectueel eigendomsrechten op het werk is Opdrachtgever geen vergoeding aan Opdrachtnemer verschuldigd.

- Opdrachtnemer doet afstand van de persoonlijkhedenrechten genoemd in artikel 24c van de Auteurswet, maar niet van de intellectueel eigendomsrechten die zijn toegewezen aan Opdrachtgever die hij, uit welke hoofde ook dan, onder zijn heil heeft.

- By overtrading van het bepaalde uit lid 1 van dit artikel is Opdrachtnemer hij een direct opeisbare boete verschuldigd van € 250,- per dag met een maximum van € 25.000,-. Deze boete kan naast schadevergoeding op grond van de wet worden gevorderd.

Artikel 9: Broncode en gebruikerslicentie computerprogrammatur

- Als de door Opdrachtnemer te leveren prestatie (mede) bestaat uit de levering van computerprogrammatur die speciaal voor Opdrachtgever is ontwikkeld, dan moet Opdrachtnemer de levering van de werkzaamheden, de zaken of de bemanning daarvan berecht door Opdrachtnemer bovenindien afstand van de persoonlijkhedenrechten genoemd in artikel 25, eerste lid onder b en c van de Auteurswet. Opdrachtnemer zal zich niet beroepen op de artikel 25 vierde lid van de Auteurswet verleende bevoegdheid.
- Opdrachtnemer staat ervoor in dat de hem aan Opdrachtgever te leveren zaken te verrichten werkzaamheden en de intellectueel eigendomsrechten die zijn toegewezen aan Opdrachtgever zijn, niet worden gebruikt voor commerciële en wirtschaftszwecke.
- Als de door Opdrachtnemer te leveren prestatie bestaat uit de levering van computerprogrammatur die niet speciaal voor Opdrachtgever is ontwikkeld, verkrijgt Opdrachtgever - in afwijking van artikel 8, derde lid van deze voorwaarden - een niet-exclusieve, wereldwijde en eeuwigdurende gebruikerslicentie op dat deel van de computerprogrammatur ten behoeve van het normaal gebruik en behoorlijke werking van de zaak. Indien een deel van de computerprogrammatur wel speciaal voor Opdrachtgever is ontwikkeld,

gelden de artikelen 8 en 9, eerste lid van deze voorwaarden voor dat de overdracht. Het is Opdrachtgever toegestaan om de licentie over te dragen of om een sublicentie af te geven. Bij verkoop van de zaak door Opdrachtgever aan een derde gaat de rechten van rechtswege over op de verkrijger van de zaak.

3. Voor de verkrijging van de broncode als bedoeld in het eerste lid van dit artikel of gebruikerslicentie als bedoeld in het tweede lid van dit artikel is een toestemming van de broncode en/of gebruikerslicentie vereist.

Artikel 10: Geheimhouding en relativering

- Alle door of uit naam van Opdrachtgever aan Opdrachtnemer verstrikte informatie (zoals modellen, ontwerpgegevens, afbeeldingen, tekeningen, knowhow en andere documenten etc.) van welke aard en in welke vorm dan ook, zijn vertrouwelijk en zullen niet door Opdrachtnemer worden gebruikt voor eniger doel dan de uitvoering van de overeenkomst.
- Opdrachtnemer is gehouden de broncode en/of gebruikerslicentie niet openbaar worden gemaakt of worden vermenigvuldigd.
- Opdrachtnemer zal op geen enkele wijze direct of indirect prijsopgaven of aanbiedingen doen aan de Principaal die betrekking hebben op de zaak of het werk dat het onderwerp is van de overeenkomst.

Artikel 11: Boete

- Bi overtrading van het bepaalde uit artikel 9, eerste lid van artikel 10 is hij per overdrading een direct opeisbare boete verschuldigd van € 25.000,-. Deze boete kan naast schadevergoeding op grond van de wet worden gevorderd.

Artikel 12: Hulpmiddelen

- Alle hulpmiddelen, zoals tekeningen, modellen, mallen, matrizen en gereedschappen, die door Opdrachtgever voor de uitvoering van een overeenkomst aan Opdrachtnemer ter beschikking worden gesteld of door Opdrachtnemer speciaal in het kader van de overeenkomst met Opdrachtgever heeft gemaakt of heeft laten maken, blijven of worden onder alle omstandigheden eigendom van Opdrachtgever, ongeacht of daar al dan niet voor is betaald.
- Alle hulpmiddelen en alle daarvan verwante kopieën dienen op eerst verzoek van Opdrachtgever ter beschikking te worden gesteld en wel voor de levering van de werkzaamheden.
- Zoals Opdrachtnemer de hulpmiddelen onder zich heeft, dient Opdrachtnemer deze te voorzien van een onuitwisbaar kenmerk dat aangeeft dat hij eigenlijk zijn van Opdrachtgever. Opdrachtnemer zal derden die zich op deze hulpmiddelen willen verhalen op het eigendomsrecht van Opdrachtgever wijzen.

Artikel 13: Aansprakelijkheid

- Opdrachtnemer is aansprakelijk voor alle schade, waaronder ook boetes, die door een tekortkoming of onrechtmate daad van Opdrachtnemer.
- Opdrachtnemer vrijwaart Opdrachtgever tegen alle aanspraken van derden tot vergoeding van schade als in het eerste lid bedoeld.

Artikel 14: Verzekering

- Opdrachtnemer is gehouden een adequate verzekering te hebben afgewerkt die de eventuele schade die Opdrachtgever lijdt door een tekortkoming of onrechtmate daad van Opdrachtnemer of door hem geschadelijk te maken.
- Opdrachtnemer draagt de voorziening van een onuitwisbaar kenmerk dat aangeeft dat hij eigenlijk zijn van Opdrachtgever.

Artikel 15: Opzeggen of annuleren van de overeenkomst

- Opdrachtgever is te allen tijde bevoegd de overeenkomst met onmiddellijke ingang op te zeggen of te annuleren tegen betrekking van een vergoeding ter hoogte van de werkkosten door Opdrachtnemer gemaakte kosten en een redelijke winstmarge.
- De bewijslast voor gemaakte kosten en een redelijke winstmarge ligt bij Opdrachtnemer.

Artikel 16: Garantie

- Opdrachtnemer staat voor een periode van (aantal) maanden na levering van de werkzaamheden de garantie voor de werkzaamheden tegen betrekking van de levering van de werkzaamheden.
- In het geval de (op)geleverde zaken of het werk niet binnen (aantal) maanden na levering van de werkzaamheden worden opgelost, worden de werkzaamheden hersteld of vervangen.
- Als de overeenkomstige prestatie niet deugdelijk is uitgevoerd, zal Opdrachtnemer onverwijld de prestatie alsnog deugdelijk uitvoeren, waarbij Opdrachtgever de keuze maakt tussen herstel of vervanging, onverminderd alle andere rechten die Opdrachtgever toekomen op grond van de overeenkomst.

Artikel 17: Betaling

- Tenzij anders overeengekomen, vindt betaling plaats binnen 30 dagen na factuurdatum.
- De termijn van levering of terminatie heeft op de levering van de werkzaamheden en op levering van de werkzaamheden.
- Opdrachtnemer is verplicht om de levering van de werkzaamheden te verlengen tot de levering van de werkzaamheden.
- Opdrachtnemer draagt alle kosten die zijn verbonden aan het hanteren van de zorg te dragen voor kosteloos herstel of, dit ter keuze van Opdrachtgever.
- zorg te dragen voor kosteloze vervanging van de zaken en/of het werk.

- Indien Opdrachtnemer in gebreke blijft aan zijn garantieverplichting kan Opdrachtgever de recht op kosten van Opdrachtnemer de garantieverwaarder zelf te verrichten of door derden te laten verrichten.

Artikel 18: Geen verkeering en opschorting door Opdrachtnemer

- Het recht van Opdrachtnemer om zijn eventuele verdringen op Opdrachtgever te uitoefenen of de sprake is van een verklaring van zijn verplichtingen te schaffen is uitsluitend voor zover de levering van de werkzaamheden en de overeenkomst tussen Opdrachtnemer en Opdrachtgever.
- Opdrachtnemer kan de levering van de werkzaamheden en de overeenkomst annuleren of opschorten.

Artikel 19: Eigendomsverdracht bij voorbaat

- Op eerste verzoek van Opdrachtgever is Opdrachtnemer verplicht om de eigendomsrechten die zijn toegewezen aan Opdrachtgever volledig over te dragen.
- Opdrachtnemer doet afstand van de persoonlijkhedenrechten genoemd in artikel 24c van de Auteurswet, maar niet van de intellectueel eigendomsrechten die zijn toegewezen aan Opdrachtgever die hij, uit welke hoofde ook dan, onder zijn heil heeft.

Artikel 20: Bedrag op retentierecht

- Het is Opdrachtnemer te allen tijde verboden om retentierecht uit te tekenen op de levering van de werkzaamheden.
- Bi overtrading van het bepaalde uit lid 1 van dit artikel is Opdrachtnemer hij een direct opeisbare boete verschuldigd van € 250,- per dag met een maximum van € 25.000,-. Deze boete kan naast schadevergoeding op grond van de wet worden gevorderd.

Artikel 21: Verrekening en opschorting door opdrachtgever

- Opdrachtgever is bevoegd zijn eventuele schade aan Opdrachtnemer te verrekenen met schulden van aan Opdrachtgever geleverde ondernemingen.
- Opdrachtgever is verder bevoegd zijn verdringen op Opdrachtnemer te verrekenen met schulden van aan Opdrachtgever geleverde ondernemingen.
- Opdrachtnemer mag alleen personeel intellenen van een uitlener die voltooid heeft een NEN 4400-1 of NEN 4400-2 en is opgenomen in het register van de Stichting Normering Arbeid (SNA).
- Opdrachtnemer is verplicht met de uitlener overeen te komen dat uitlener op hem moet dienen.

- Het nummer of kenmerk van de overeenkomst waarvoor de factuur geldt;
- Het tijdstip of de tijdwijken waarvoor de factuur geldt;
- De omschrijving of het kenmerk van het werk waarvoor de factuur geldt.

Artikel 22: Overdracht en verpanding voordeeling

1. Opdrachtnemer kan voordeeling uitvoeren van de overeenkomst met Opdrachtgever niet overdragen of verpanden. Dit beding heeft goederenrechtelijke werking.

Artikel 23: Toepasselijk recht en bevoegde rechter

- Het Weens koopverdrag (C.I.S.O.) is niet van toepassing, evenmin als enige andere internationale regeling waarvan uitsluiting is toegestaan.
- De Nederlandse burgerlijke rechter die bevoegd is in de vestigingsplaats van Opdrachtgever neemt kennis van geschillen. Opdrachtgever mag van de bevoegdheidsregels en de wettelijke bevoegdheidsregels hanteren.

(Onder)aanneming van werk/diensten

Artikel 24: Verbod op verdere onderaanname en inlening van personeel

- Zonder voorafgaande schriftelijke toestemming van Opdrachtgever, mag Opdrachtnemer het werk, of delen daarvan, niet uitbesteden aan een andere partij of voor de uitvoering van (de)en van daar personeel inhuren.
- Indien Opdrachtgever toestemming geeft voor uitbesteding of inlening, geldt dat ieder geval voor de levering van de werkzaamheden.

3. Opdrachtnemer neemt de inhoud van de overeenkomst tussen Opdrachtgever en Opdrachtnemer over.

4. Opdrachtnemer is verplicht om de levering van (de)en van de werkzaamheden te bevestigen.

5. Opdrachtnemer is verplicht om de levering van (de)en van de werkzaamheden te bevestigen.

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GENERAL TERMS AND CONDITIONS OF PURCHASE AND (SUB)CONTRACTING 2021

General terms and conditions of purchase and (sub)contracting of (Franklin Offshore Europe B.V.) in (Rotterdam) of 01-07-2024.

General

Article 1: Scope of application

- The Client is a natural person, legal entity or partnership that applies these terms and conditions of purchase. The other party is referred to as the 'Contractor'. In these terms and conditions 'Principal' refers to the Client's client. In addition, 'the work' is also understood to refer to the provision of services.
- Articles 1 up to and including 23 of these terms and conditions apply to all offers made to the Client and agreements concluded with the Client and to all agreements arising from this, also insofar as the Client is the buyer. The Client can, if necessary, or at his/her own initiative, conclude the (sub)contracting of work or the provision of services, then Articles 24 up to and including 32 of these terms and conditions also apply.
- Deviations from these general terms and conditions of purchase and (sub)contracting only apply if these have been confirmed in writing by the Client to the Contractor.
- In the event of conflicts between the content of the agreement entered into by the Client and the Contractor and these general terms and conditions, the provisions set out in the agreement will prevail.

Article 2: Costs related to offers

- Any costs associated with making offers or quotations, including the costs of advice, drawings and the like made by or on behalf of the Contractor, will not be reimbursed by the Client.

Article 3: Delivery time and penalty

- Special delivery times and execution periods are deadlines. The Contractor is in default by operation of law on exceeding the delivery time or execution period. As soon as the Contractor knows or ought to know that the agreement will not be executed, or will not be executed on time or properly, it will inform the Client immediately.
- The Contractor is liable for all damage suffered by the Client as a result of exceeding the delivery time and/or execution period as referred to in paragraph 1 of this article.
- For every day of delay in the delivery time or execution period, the Contractor will pay the Client an immediately due and payable fine of € 1,000 per day. This penalty can be claimed in addition to compensation by virtue of the law.

Article 4: Prices

- The prices mentioned in the offer are based on delivery as referred to in Article 5.1 of these terms and conditions.
- All prices are expressed in euros, fixed, exclusive of VAT and inclusive of delivery and shipping.
- An increase in cost-determining factors that occurred after the conclusion of the agreement remains at the expense of the Contractor, regardless of the period that elapsed between the conclusion of the agreement and the execution thereof.

Article 5: Delivery and risk transfer

- Delivery takes place at the moment that the Contractor delivers the goods to the Client at the location unladen. Until that time the Contractor bears the risk of the good in terms of, inter alia, storage, loading, transport and unloading. The Contractor is obliged to insure itself against these risks at its own expense.
- The Client and the Contractor may agree that the Client will be responsible for the transport. In that case too, the Contractor bears the risk of, inter alia, storage, loading, transport and unloading. The Contractor can, if necessary, or at his/her own initiative, conclude the risk.
- If the goods are collected by or on behalf of the Client, the Contractor must provide assistance with the loading free of charge.

Article 6: Inspection and approval

- The Client has the right at all times to inspect or approve the ordered or delivered goods and/or the work (in progress). In that case, the Contractor will supply such facilities as can reasonably be required for this.
- The Client is never obliged to inspect or approve the ordered or delivered goods and/or the work (in progress) and can assume that the ordered or delivered goods and/or work (in progress) are sound.
- The costs of the inspection/approval referred to in paragraph 1 of this article will be borne by the Contractor if these goods/the work are rejected by the Client. Inspection or approval does not release the Contractor from any guarantee or liability, arising from these terms and conditions, the agreement or the law.

Article 7: Rejection

- If the goods/work delivered by the Contractor do not comply with the agreement, the Client has the right to reject these. Receipt of the goods or payment of the goods or work does not imply acceptance thereof.
- If the Client rejects the delivered goods and/or the work, the Contractor is obliged to act as follows within a period to be determined by the Client:
 - arrange for free repair or, at the discretion of the Client;
 - arrange for free replacement of the goods and/or have the work carried out in accordance with the agreement.
- If the Contractor fails to comply with its obligation referred to in paragraph 2 of this article within the set period or does not do so to the satisfaction of the Client, the Client will be entitled to carry out the work referred to in paragraph 2 of this article itself or have it done by a third party at the Contractor's expense.

Article 8: Intellectual property rights

- 'Intellectual property rights' include copyright, database rights, design rights, trademark rights, patents, topographies, or the right to obtain these intellectual property rights by application, filing, registration or otherwise.
- 'Intellectual property rights to the work' include all intellectual property rights vested in the work, the performance to be delivered, the goods and tools such as drawings, designs, models, moulds and equipment related with regard to or for the execution of the agreement between the Contractor and the Client.
- All intellectual property rights to the work belong to the Client. The Client is considered to be the maker, designer or inventor of the works created in the context of the agreement. The Client therefore has the exclusive right to apply for a patent, trademark or model. If the performance (partly) consists of existing intellectual property rights, the Contractor must transfer these rights, as far as possible, to the Client and at the first request of the Client will undertake the additional actions required for this transfer without delay.
- For (the transfer of) the intellectual property rights to the work, the Client will not owe any compensation to the Contractor.
- The Contractor waives the personality rights mentioned in Article 25.1(a) of the Copyright Act. Insofar as it concerns changes to the work, the goods or the name thereof, the Contractor also waives the personality rights referred to in Article 25.1(b) and c) of the Copyright Act. The Contractor will not invoke the authority granted in Article 25.4 of the Copyright Act.
- The Contractor guarantees that the goods to be delivered to the Client, the work to be performed and the intellectual property rights to the work do not infringe the rights of third parties, including intellectual property rights, and indemnifies the Client against all claims on that account. The Contractor will compensate the Client for all damage resulting from any infringement, including the (full) costs of defence.

Article 9: Source code and user licence for computer software

- If the performance to be delivered by the Contractor (also) consists of the delivery of computer software developed specifically for the Client, the Contractor will transfer the source code to the Client.
- If the performance to be delivered by the Contractor consists of the delivery of computer software not specifically developed for the Client, the Client will receive a copy in accordance with Article 8.3 of these terms and conditions - will be given a non-exclusive, worldwide and perpetual user licence to that part of the computer software for the normal use and proper functioning of the good. If a part of the computer software has been developed specifically for the Client, Articles 8 and 9, first paragraph of these terms and conditions apply in full to that part. The Client is not permitted to transfer the licence or to issue a sublicense. Upon the sale of the good by the Client to a third party, the licence automatically transfers to the acquirer of the good.

- For the acquisition of the source code as referred to in the first paragraph of this article or user licence as referred to in the second paragraph of this article, the Client shall not owe any compensation to the Contractor.

Article 10: Confidentiality and non-solicitation clause

- All information provided to the Contractor by or on behalf of the Client, such as models, design information, images, drawings, know-how and other documents, of whatever nature and in whatever form are confidential, and the Contractor will not use this for any purpose other than the execution of the agreement.
- The Contractor will not use or disclose or reproduce the information referred to in paragraph 1 of this article.
- The Contractor will in no way directly or indirectly submit quotations or offers to the Principal that relate to the goods or work that is the subject of the agreement between the Client and the Contractor.

Article 11: Penalty

- In the event of violation of the provisions set out in Article 9.1 or Article 10, the Contractor will owe an immediately due and payable penalty of € 25,000 per violation. This penalty can be claimed in addition to compensation by virtue of the law.

Article 12: Resources

- All resources, such as drawings, models, moulds and equipment, which are made available to the Contractor by the Client for the execution of an agreement or which the Contractor has made or commissioned and which are not transferred under an agreement with the Client, remain or become the property of the Client under all circumstances, irrespective of whether or not these have been paid for.
- All resources and all copies made of these must be made available or returned to the Client at the first request.
- As long as the Contractor has the resources in its possession, the Contractor must provide these with an indelible mark indicating that they are the property of the Client. The Contractor will remind all third parties who wish to lay claim to these resources of the Client's ownership.
- Without prejudice to the provisions set out in Article 10 of these terms and conditions, the Contractor shall only use the resources referred to in this article for the performance of deliveries and work for the Client and shall not show these to third parties, unless the Client has given explicit written permission for this. The Contractor bears the risk of loss, misplacing, destruction or damage and is obliged to insure this risk at its own expense.

Article 13: Liability

- The Contractor is liable for all damage, including fines, caused by a failure or wrongful act on the part of the Contractor.
- The Contractor indemnifies the Client against all third-party claims for compensation of damage as referred to in the first paragraph.

Article 14: Insurance

- The Contractor is obliged to take out adequate insurance covering any damage that the Client suffers due to a failure or wrongful act on the part of the Contractor or third parties engaged by it. At the Client's first request, the Contractor will provide copies of the relevant policy and proof of payment of premiums.

Article 15: Cancellation or termination of the agreement

- The Client is entitled at all times to terminate or cancel the agreement with immediate effect on payment of a fee equal to the actual costs incurred by the Contractor and a reasonable profit margin. The burden of proof with regard to the costs incurred and a reasonable profit margin lies with the Contractor.

Article 16: Warranty

- The Contractor guarantees the proper execution of the agreed performance referred to in Article 1 of this article.
- In the event that the completed or delivered goods or the work are not commissioned within (number) months after delivery or completion, the guarantee applies for a period of (number) months after delivery or completion.
- If the agreed performance has not been properly executed, the Contractor will execute the performance properly as yet without delay, with the Client making the choice between repair or replacement, without prejudice to all other rights that the Client is entitled to by virtue of the law.
- The Contractor will bear all costs associated with the repair of the defect, or the replacement of the goods and/or the work. This also includes the costs for the commissioning of the goods and/or the work after aforementioned repair or replacement. If the goods and/or the work are part of a larger object, the costs for commissioning that larger object will also be borne by the Contractor.
- If the Contractor fails to comply with its guarantee obligation, the Client will be entitled to perform the guarantee work itself or have it performed by third parties at the expense of the Contractor.

Article 17: Payment

- Unless otherwise agreed, payments must be made within 30 days of the invoice date.
- An advance payment has been made or payment is made in installments. The Client has the right to require the Contractor to provide what in the Client's opinion is sufficient security for the fulfillment of the obligations. If the Contractor does not comply with this provision within the set time limit, it will immediately be in default. In that case, the Client has the right to terminate the agreement and to recover its damages from the Contractor.

Article 18: No right of offset or suspension on the part of the Client

- The Contractor's right to offset any claims against the Client or to suspend the fulfillment of its obligations is excluded, unless the Client has been granted a suspension of payments or is bankrupt or the statutory debt adjustment scheme applies to the Client.

Article 19: Transfer of ownership in the work

- At the Client's first request, the Contractor is obliged to transfer the work to the Client to be delivered, the equipment, parts and/or structural parts from which the goods will be assembled or manufactured, to the Client in advance. The Contractor will perform all additional actions required for this transfer without delay.

Article 20: Prohibition on retention rights

- The Contractor is at all times prohibited from exercising the right of retention with regard to goods belonging to the Client that it has in its possession for whatever reason.
- The Contractor will owe an immediately due and payable penalty of € 250 per day up to a maximum of € 25,000. This penalty can be claimed in addition to compensation by virtue of the law.

Article 21: Right of offset or suspension on the part of the Client

- The Client is entitled to offset any debts it owes to the Contractor against debts that the Contractor has against the Client:

 - claims that the Contractor has against the Client;
 - claims that companies affiliated to the Client have against the Contractor;
 - claims against companies affiliated to the Contractor;

- In addition, the Client is entitled to offset its claims against the Contractor against debts that companies affiliated to the Client have against the Contractor.
- For the purposes of this article, 'affiliated companies' means all companies belonging to the same group, within the meaning of Article 2:24b of the Dutch Civil Code, and a participation within the meaning of Article 2:24c of the Dutch Civil Code.
- If the Contractor does not fulfill its obligations, the Client may suspend its payment obligations until the Contractor has fulfilled its obligations.

Article 22: Transfer and pledging of claims

- The Contractor cannot transfer or pledge claims arising under the agreement with the Client. This provision has effect under property law.

Article 23: Applicable law and competent court

- Dutch law applies.
- The Hague-Sancti-Petri Convention (CISG) does not apply, nor does any other international regulation that may be excluded.
- The Dutch civil court with jurisdiction in the Client's place of business is authorised to take cognisance of any disputes. The Client may deviate from this rule governing jurisdiction and rely on the statutory rules governing jurisdiction instead.

(Sub)contracting of work/services

Article 24: Prohibition on further subcontracting and hiring in of personnel

- Without the prior written permission of the Client, the Contractor may not contract out the work, or parts thereof, to another party or hire in personnel for the execution of (parts) thereof.
- If the Client gives permission for outsourcing work or hiring in personnel, the provisions set out in Articles 25, 26 and 27 will in any case apply. The Contractor is also obliged to impose the provisions set out in these articles on its contractual party and also to stipulate that this contractual party shall fully incorporate these obligations into agreements it enters into for the execution of (parts) thereof.

Article 25: Vicarious tax liability in the event of subcontracting

- If the vicarious tax liability for wage levies in the event of subcontracting applies, the Contractor is obliged to have a G account and, at the first request of the Client, to make a copy of the original G account available to the Client. The Client is entitled to inspect the G account.
- The Client is entitled to demand payment of an invoice amount to the Contractor by way of payment to the G account. If no part has been agreed in advance, the Client will determine which part of the invoice amounts it will deposit into the G account. Every payment into the G account by the Client must be regarded as valid payment to the Contractor.
- The Contractor is obliged to provide the Client with a new, original statement of payment conduct issued by the tax authorities every three months.
- The Contractor is obliged to provide the Client with the following details, in writing, of all the employees to be (directly or indirectly) deployed, before the work commences:
 - Name, address and place of residence;
 - Date of birth;
 - Citizen service number (BSN);
 - Nationality;
 - Number of identity document, number and period of validity;
 - If applicable: the presence of an A1 statement, residence permit, work permit and online notification to the Ministry of Social Affairs and Employment.
- All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place. The Contractor is liable for all damage resulting from this.

6. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

7. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

8. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

9. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

10. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

11. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

12. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

13. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

14. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

15. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

16. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

17. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

18. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

19. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

20. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

21. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

22. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

23. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

24. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

25. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

26. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

27. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

28. All workers employed by the Contractor - i.e. all persons who come to perform work - must, prior to and during the work, carry an original and valid proof of identity, such as a passport, driving license, work permit, work permit and A1 documents to be produced during checks to be carried out by the Client. The Client is authorised to deny a worker who does not comply with the above access to the place where the work is to be performed or to remove the worker from this place.

Article 28: Indemnification with regard to wage taxes and VAT

- The Contractor indemnifies the Client with regard to claims by the Tax and Customs Administration or the Employee Insurance Agency (WU) in connection with:
 - wage tax and national insurance contributions not paid by the Client;
 - wage levies (wage tax and national insurance contributions) and VAT not paid by the Contractor;
 - unpaid wage levies by any party to which (parts) of the work has been contracted out;
 - unpaid wage levies by the Client.

- In particular, the Contractor shall immediately reimburse the Client for the following costs at the first written request by the Client by way of payment into the bank account number provided by the Client:
 - a. the Client's lawyer's fees in full that relate to legal measures taken by the competent authority at the expense of the Client, insofar as these legal measures relate to the provisions set out in paragraph 1 of this article;
 - b. all other costs relating to legal measures as described under a, including court fees and costs of experts;
 - c. the costs of anything that the Client may be ordered to pay to the competent authority in connection with the provisions set out in paragraph 1 of this article, which order can be enforced;
 - d. other costs that relate to the provisions set out in paragraph 1 of this article and are charged to the Client.

- The Client is authorised to settle amounts which the Contractor must pay it on the grounds of paragraphs 1 and 2 of this article with amounts that still owe the Contractor for whatever reason.

Article 29: Vicarious tax liability for wages (The Dutch Labour Market Fraud (Bogus Schemes) Act, WAS)

- The Contractor is obliged:
 - to comply with applicable laws and regulations and an applicable collective labour agreement in the execution of the work;
 - to record all arrangements regarding employment conditions made for the execution of the work in an orderly and accessible manner;
 - to grant competent authorities access to these employment conditions arrangements on request and to cooperate with checks, audits or wage mediation;
 - if requested, to grant the Client access to these employment conditions arrangements if the Client deems this necessary in connection with the prevention or handling of a wage claim concerning work performed for the execution of the work.

- If the Contractor violates the obligations set out in this article, the Client will have the right - after notice of default - to terminate the agreement in whole or in part.

- The Contractor indemnifies the Client against claims of employees on the grounds of Article 7.616a and 7.616b of the Dutch Civil Code for not paying the wages due.

- If the Contractor contracts out (parts) of the work, it is obliged to impose to those referred to in paragraph 1 of this article to whom the work is being contracted out and also to stipulate that the engaged third party fully incorporates these obligations into agreements that it enters into for the execution of (parts) of the work.

Article 30: Organisation of the work

- The Contractor is obliged to comply exclusively with the orders and instructions issued by the Client.

- The Client is not obliged to deny the Contractor's employees access to the work or to have them removed, for example due to unsuitability, disturbance of the order, misconduct, etc., without being required to pay further compensation for any damage that the Contractor suffers as a result thereof.

- The work and break times at work and the prescribed rest times, public holidays, days off or other days off, generally recognised or recognised at the work location, by the government, or on the basis of the CLA also applies to the Contractor's employees. The Client is not obliged to pay the wages due to the Contractor's employees at the work location. Any damage resulting from this for the Contractor is not recoverable from the Client. The latter also applies if the services provided by the Contractor cannot be used due to a strike or other causes at the Client or at third parties.

- Unless otherwise agreed, the Contractor must ensure from the commencement of the work up to and including the completion that a permanent employee is present at the work, with whom both operational and technical arrangements can be made. The same must be known to the permanent employee authorities appointed by the Client.

- The Contractor must provide its employees with the correct personal protective equipment and ensure proper use thereof. All resulting costs are at the expense of the Contractor.

- The Contractor must provide a workforce that is able to execute the work fully in accordance with the schedule adopted by the Client and without other activities causing a hold-up. If the Client changes the schedule, the Contractor is obliged to adapt to this. Any changes in staffing are only permitted after obtaining the Client's permission.

- The Contractor is obliged to ensure that equipment that can be designated as a mobile plant (equipment falling under the Motor Vehicle Act) is adequately secured. The work should also be insured. In addition, the Contractor must also have taken out adequate insurance for the risk of damage caused by or related to the use of other equipment used by the Contractor.

- With regard to cables, pipelines and other surface and underground property belonging to third parties, the Contractor will at all times continue to be responsible for pinpointing the location. The Contractor must immediately inform the Client of any damage.

- Equipment such as scaffolding, walkways, work platforms, hoisting equipment and small equipment, including hand tools, measuring equipment, rolling towers, ladders and steps etc., will be provided by the Contractor and are included in the total price.

- If work has to be carried out on or to completed components of the work, such as plastered walls, tiling, wallwork, paintwork, etc., the Contractor must take protective measures to prevent damage and/or contamination. Damage and/or contamination discovered after or during the work will be deemed to have been caused by the Contractor.

- After completion of the work, the Contractor must deliver the work clean

