

# **TERMS AND CONDITIONS OF PURCHASE**

## **Jaarbeurs B.V.**

*version  
November  
2018*

## **I TERMS AND CONDITIONS OF PURCHASE OF Jaarbeurs**

### **1 Definitions**

In these Terms and Conditions, the following words will have the following meanings:

Jaarbeurs: the private limited liability company Jaarbeurs B.V.

Contractor: any natural or legal person with whom Jaarbeurs enters into an Agreement or who submits a quotation to Jaarbeurs or with whom Jaarbeurs has a legal relationship or towards whom Jaarbeurs commits a (legal) act.

Agreement: any agreement made between Jaarbeurs and the Contractor, as well as any changes or additions thereto and all (legal) acts to enter into or execute that agreement.

Service: the goods and rights of usage in such goods supplied and to be supplied by the Contractor and/or the services and work to be rendered by the Contractor for Jaarbeurs, which are the subject of the Agreement.

Specifications: the (technical) specifications and/or descriptions of the Service, as recorded in the Agreement or in the documents explicitly mentioned therein in that context or in other documents explicitly signed for approval by the parties.

### **2 Applicability**

2.1 These General Terms and Conditions apply to all quotations, form part of all Agreements and govern all legal relations between Jaarbeurs and the Contractor and all (other) acts and legal acts of Jaarbeurs and the Contractor, including negotiating and other pre-contractual situations.

2.2 Jaarbeurs expressly dismisses the applicability of any general or specific terms or conditions of the Contractor.

### **3 Quotations, Orders and the Conclusion of Agreements**

3.1 Requests for quotations will not be binding on Jaarbeurs and are no invitation to the Contractor to submit a quotation.

3.2 By submitting a quotation, the Contractor undertakes towards Jaarbeurs to render the Service for a fixed total price or a fixed advanced pricing within the delivery term set. The quotation will remain valid for a period of at least sixty calendar days. Any costs incidental to the submission of a quotation will not be reimbursed by Jaarbeurs.

3.3 In the event of apparent errors in or conflicts between elements of Jaarbeurs' request for a quotation the Contractor must consult with Jaarbeurs before submitting a quotation.

3.4 Jaarbeurs is not required to provide any information about whether or not it will place an order with the Contractor. Any documentation to be provided by Jaarbeurs to the Contractor prior to the submission of a quotation must be returned to Jaarbeurs free of charge if no Agreement is made.

- 3.5 An Agreement is made only if and to the extent that Jaarbeurs accepts a quotation by placing an order.
- 3.6 If the Contractor has not yet commenced the execution of the Agreement Jaarbeurs has the right to cancel this Agreement at any time.
- 3.7 Only in special circumstances may Jaarbeurs cancel the Agreement if the Contractor has already commenced the execution of the Agreement. Special circumstances include but are not limited to terrorist threats, at the exclusive discretion of Jaarbeurs, and (imminent) (natural) disasters. The Contractor never has the right to demand any compensation from Jaarbeurs for costs incurred or loss sustained in connection with a decision as referred to in this Article.
- 3.8 If the Contractor commences the work without having received an order from Jaarbeurs, it will do so at its own risk and expense.

#### 4 **Changes and Additions**

- 4.1 Any changes and additions to any provision contained in an Agreement and/or the General Terms and Conditions apply only if agreed in writing.
- 4.2 Changes and/or additions agreed as referred to in Article 4.1 will apply to the relevant Agreement only.
- 4.3 In the event of errors in or conflicts between elements of the order the Contractor must consult with Jaarbeurs prior to filling the order so that it can be changed if necessary.
- 4.4 Jaarbeurs has the right to demand additional work. The term additional work applies only if Jaarbeurs has given written instructions to that effect.

#### 5 **Quality and Description of the Service**

The Service will:

- With regard to the delivery term, quality, volume, measurements and description comply with the description contained in the Agreement (including the Specifications);
- be accompanied by the necessary instructions to Jaarbeurs and/or its personnel to enable Jaarbeurs and/or its personnel to independently use the Service;
- contain all licences and/or inspection certificates required for the execution of the Agreement;
- contain the drawings and other preparatory work required for the execution of the Agreement;
- contain the installation and/or assembly and/or connecting and/or readying for use such that the Service will function according to the Specifications;
- comply in all respects with the applicable statutory regulations and requirements with regard to the design, composition and quality.

#### 6 **Inspection Prior to Delivery**

6.1 Prior to delivery the Contractor will carefully inspect whether the Service complies with the agreement. If Jaarbeurs so requires, the Contractor will notify Jaarbeurs in time of such inspection. Jaarbeurs and/or any third parties to be designated by it have the right to attend the inspection. At Jaarbeurs' request the Contractor will provide Jaarbeurs with a copy of its inspection report(s). If Jaarbeurs exercises its right to inspect, the Contractor will arrange for the facilities reasonably required by Jaarbeurs for such inspection.

6.2 If after inspection Jaarbeurs concludes that the Service does not comply in whole or in part with what has been agreed, Jaarbeurs will notify the Contractor (in writing). In that event the Contractor – insofar as possible – must take the measures within the reasonable term set by Jaarbeurs required to as yet comply with the requirements of the order.

6.3 Inspection by Jaarbeurs as referred to in this Article does not release the Contractor from any liability.

## **7 Delivery of the Service**

7.1 The Contractor will deliver the Service in its entirety at the time and in the place stipulated by the Agreement.

7.2 The time and term of delivery will be binding. As soon as the Contractor knows or expects that the Service cannot be delivered in time, it will notify Jaarbeurs immediately in writing, stating the reasons.

7.3 If the Service is not delivered in whole or in part at the agreed time of delivery or within the agreed term of delivery, Jaarbeurs will have the right to terminate the Agreement without any notice of default or judicial intervention being required with regard to the Service not delivered and the Service that has already been delivered under the Agreement but can no longer be used effectively in Jaarbeurs' opinion due to the non-delivery of other elements of the Service, all without prejudice to Jaarbeurs' other rights.

7.4 If a penalty has been agreed in the event of late delivery by the Contractor this penalty will not affect any obligation of the Contractor to pay compensation. Jaarbeurs will be free to demand specific performance of the Agreement in addition to the penalty.

## **8 Inspection upon Delivery and Acceptance**

8.1 If upon delivery the Service turns out not to comply with the Agreement in whole or in part, Jaarbeurs will send the Contractor a written notice of rejection and the Service will not be accepted. The Service delivered will be accepted if it corresponds with the description in the Agreement in terms of appearance.

8.2 If an acceptance test has been agreed the agreed procedure will be followed and Jaarbeurs will accept the Service if the results of such test show that the requirements set are satisfied.

8.3 Acceptance does not oppose later reliance by Jaarbeurs on non-compliance by the Contractor with its obligations.

## **9 Transfer of Ownership and Risks**

- 9.1 The Service as well as elements thereof, such as materials, will become the property of Jaarbeurs upon acceptance by Jaarbeurs. Until acceptance by Jaarbeurs the Contractor will bear the risk.
- 9.2 Any property delivered by the Contractor, which have been submitted by Jaarbeurs to the Contractor for repair, processing or treatment will be at the Contractor's risk for the period of repair, processing or treatment.
- 9.3 If in deviation from the provisions contained in Article 11 full or partial advance payment has been agreed, Jaarbeurs will acquire by virtue of the advance payment made, without any act of delivery being required, the ownership of all materials, raw materials and semi-finished products used by the Contractor in the execution of the Agreement or intended for such purpose, up to the value of the advance payment. The Contractor is required to keep for Jaarbeurs said materials, raw materials and semi-finished products free from charges and rights, and to store the same separately for Jaarbeurs.
- 9.4 The provisions contained in the last sentence of Article 9.1 will remain fully effective following a transfer of ownership pursuant to Article 9.3.

## 10 **Price**

The agreed price is binding and inclusive of VAT, unless otherwise agreed. The price includes standard packaging, transportation, import duties, any required drawings or other preparatory work, installation and any obligations of the Contractor related to the quality criteria applicable to the Service as referred to in Article 5 and/or any other agreed obligations of the Contractor.

## 11 **Payment**

- 11.1 Upon full and correct execution of the Agreement Jaarbeurs will pay the agreed invoice amount within twenty days of receipt by Jaarbeurs of the invoice minus 2% early payment discount or within forty-five days net of receipt by Jaarbeurs of the invoice. This will always be at Jaarbeurs' option. The invoice must correspond with the order, stating the order number and contact.
- 11.2 Jaarbeurs has the right at all times to set off any amounts that the Contractor owes Jaarbeurs against any amounts Jaarbeurs owes the Contractor.
- 11.3 After it has notified the Contractor accordingly, Jaarbeurs has the right to make payments for the Contractor to third parties, for instance to sub-contractors and suppliers engaged by the Contractor in the execution of the Agreement, if the progress of the work could be endangered by the failure to make such payments. These payments will be deducted from any amounts due by Jaarbeurs to the Contractor under the Agreement.

## 12 **Warranty Obligation**

- 12.1 The Contractor warrants that the Service meets the criteria set by Article 5 in all respects.
- 12.2 Without prejudice to the provisions contained in Article 13, if Jaarbeurs upon acceptance of the Service notifies the Contractor in writing of any defect in the Service within the warranty period specified in the Agreement, the Contractor will replace or repair the Service as soon as possible, at the option of Jaarbeurs, to remedy the defects at the Contractor's expense.

- 12.3 In the event of a defect Jaarbeurs has the right to return the Service in question or parts thereof to the Contractor at the latter's risk and expense unless the parties have agreed that the Contractor will carry out the necessary replacement or repairs at Jaarbeurs.
- 12.4 If the Contractor fails to comply with its duty of replacement or repair Jaarbeurs will have the right without further notice of demand to (cause others to) carry out the replacement or repair at the Contractor's expense.
- 12.5 For a replaced or repaired Service, the agreed warranty term will start over as soon as this Service has been accepted by Jaarbeurs.
- 12.6 If the Service is intended to be incorporated by Jaarbeurs into installations and/or systems the warranty period will not commence until those installations and/or systems have been taken into use.
- 12.7 If no warranty period has been specified in the Agreement a warranty period of two years applies from acceptance upon delivery as referred to in Article 7.

### 13 **Liability and Indemnity of Contractor**

- 13.1 The Contractor will fully compensate all direct and indirect loss sustained by Jaarbeurs or third parties resulting from or related to the execution of the Agreement (including but not restricted to trading loss, environmental damage, damage to materials and other property, personal injury, costs of judicial and extrajudicial collection) regardless whether or not that loss or damage has been caused by the Contractor himself, its personnel or any other persons engaged by the Contractor in the execution of the Agreement.
- 13.2 The provisions contained in Article 13.1 apply also to any prejudiced third parties. The Contractor will indemnify Jaarbeurs against any claims enforced by such third parties against Jaarbeurs.

### 14 **Liability of Jaarbeurs**

- 14.1 Save in the event of wilful intent or gross negligence on Jaarbeurs' part or that of its executive personnel Jaarbeurs will not be liable for any loss or damage sustained by the Contractor, its personnel or any other persons engaged by the Contractor in the execution of the Agreement (including but not limited to the destruction and loss of property).
- 14.2 The limitation of liability of Jaarbeurs as contained in Article 14.1 also applies to prejudiced personnel of the Contractor and other prejudiced persons engaged by the Contractor in the execution of the Agreement. The Contractor will indemnify Jaarbeurs against all claims filed by the parties concerned against Jaarbeurs in connection with the Agreement.

### 15 **Suspension**

- 15.1 Jaarbeurs may at all times suspend the Service to be delivered by the Contractor in whole or in part in the sense that the Contractor will be required to postpone delivery and/or interrupt the work for a period to be determined by Jaarbeurs. The Contractor is required to limit any damage arising from such suspension as much as possible by taking appropriate measures.

15.2 Any provisions to be made by the Contractor as a result of the suspension will be set off as additional work, to which Article 4.4 applies. The provisions contained in the preceding sentence do not apply, if suspension was ordered because of incorrect actions by the Contractor.

## 16 **Force Majeure**

16.1 If the parties cannot comply with their obligations towards each other due to force majeure (non-attributable breach) the obligations will be suspended for the duration of the event constituting force majeure.

16.2 If the event constituting force majeure has lasted a month, either party has the right to terminate the Agreement in whole or in part by means of a registered letter.

16.3 The parties will notify each other as soon as possible of a (possible) event constituting force majeure.

## 17 **Termination**

17.1 In the event of inadequate or late compliance by the Contractor with any of its obligations arising from the Agreement it will be in default and Jaarbeurs will have the right, without any notice of default or judicial intervention being required:

- To suspend execution of the Agreement and any directly related Agreements until sufficient security has been provided for performance; and/or
- To terminate the Agreement and any directly related Agreements in whole or in part;

All without prejudice to Jaarbeurs' other rights under any Agreement whatsoever with the Contractor and without Jaarbeurs being required to pay any compensation.

17.2 In the event of bankruptcy, (provisional) suspension of payments, discontinuation or liquidation of the Contractor's business all Agreements with the Contractor will be terminated by operation of the law, unless Jaarbeurs notifies the Contractor within a reasonable term that it wishes performance of (part of) the Agreement(s) in question, in which case Jaarbeurs without any notice of default being required may:

- suspend the execution of the Agreement(s) in question until sufficient security has been provided for performance; and/or
- suspend any of its obligations towards the Contractor on whatever account;

All without prejudice to Jaarbeurs' other rights under any Agreement whatsoever with the Contractor and without Jaarbeurs being required to pay any compensation.

17.3 If an event occurs as described in (i) Article 17.1 or (ii) Article 17.2 (i) all claims of Jaarbeurs against the Contractor under the Agreement(s) in question and, respectively, (ii) all claims of Jaarbeurs against the Contractor will become due immediately and fully.

17.4 The applicability of Section 6:278 of the Dutch Civil Code is hereby excluded explicitly.

## 18 **Exercise by Jaarbeurs of its Right of Suspension, Termination and/or Voidance**

If based on the information known to it at that time Jaarbeurs reasonably holds the opinion that it may legally exercise a right of suspension, termination or avoidance, the Contractor cannot rely on any form of compensation, at any rate not on statutory interest, in the event that it is established later that Jaarbeurs did not lawfully exercise those rights.

## 19 **Transfer of Rights and Obligations and Sub-Contracting**

- 19.1 Without Jaarbeurs' written consent the Contractor may not transfer any rights under the Agreement or any part thereof.
- 19.2 Without Jaarbeurs' written consent the Contractor may not sub-contract the Agreement or any part thereof.
- 19.3 The consent as referred to in Articles 19.1 and 19.2 will not release the Contractor from any obligation under the Agreement; the Contractor is responsible for the contributions of third parties as if they were its own Service.

## 20 **Intellectual Property**

- 20.1 Any intellectual property rights in a Service especially developed by the Contractor for Jaarbeurs will vest in Jaarbeurs or will be transferred to Jaarbeurs.
- 20.2 If the Service has not been developed for Jaarbeurs specifically, the Contractor will grant to Jaarbeurs a world-wide, non-exclusive, perpetual licence to any intellectual property rights in the Service. The licence fee will be included in the price of the Service.
- 20.3 To the extent that the transfer of intellectual property rights as referred to in Article 20.1 or the grant of a licence as referred to in article 20.2 requires a specific deed or other formalities, the Contractor hereby declares it will cooperate in such formalities or such deed.
- 20.4 The Contractor warrants and represents that the Service will not infringe the intellectual property rights of third parties. The Contractor indemnifies Jaarbeurs against all claims of third parties based on any (alleged) infringement of such rights.
- 20.5 If and to the extent that the Service has been developed for Jaarbeurs specifically, but is not protected by intellectual property rights, the Contractor may execute the agreed Service for third parties only with the written consent of Jaarbeurs.

## 21 **Privacy**

- 21.1 The Contractor warrants towards Jaarbeurs that it meets and will continue to meet all applicable laws and regulations in the field of personal data protection, including the General Data Protection Regulation ("GDPR").
- 21.2 The Contractor indemnifies Jaarbeurs both in and out of court against all loss, costs, penalties and fines related to breaches of all applicable Dutch and European laws and regulations in the field of personal data protection, including the GDPR.
- 21.3 If the Contractor may be regarded as the processor under the Agreement, it will sign a data processing agreement provided by Jaarbeurs. If Jaarbeurs and the Contractor may be regarded as joint controllers, the parties will consult on the manner in which they will organize their responsibilities for compliance with the obligations under the GDPR, in accordance with Article 26 of the GDPR.



- 2 1. 4 If Jaarbeurs is under any obligations towards data subjects under the GDPR, including the obligation to rectify or delete personal data at their request, the Contractor will cooperate at Jaarbeurs's first request in the exercising of those rights of data subjects.
- 2 1. 5 Without Jaarbeurs's express prior written consent, the Contractor may in no event process or arrange for the processing of personal data originating from or related to Jaarbeurs outside the territory of the European Union.
- 2 1. 6 If a data breach occurs in respect of the processing of the personal data under the Agreement, the Parties will inform each other accordingly and assist each other insofar as reasonably possible.
- 2 1. 7 Without Jaarbeurs's consent, the Contractor may not of its own accord send messages by email, mobile telephone or any other electronic channel, or by mailing sent by post, to Jaarbeurs or its partners, employees, visitors or customers, or to participants in exhibitions and events, with a view to selling services or products.

## **2 2 Materials, Parts, Certificates, Drawings, etc. Provided by Jaarbeurs**

- 22.1 Materials, parts, certificate, drawings, etcetera, provided by Jaarbeurs to the Contractor will remain Jaarbeurs' property and must be returned upon expiry of the Agreement.
- 22.2 Until the property referred to in Article 21.1 have been returned to Jaarbeurs, the Contractor will bear the risk for this property.
- 22.3 The Contractor will insure all property received from Jaarbeurs in connection with the Agreement at its own expense on the usual conditions against all damage caused by full or partial loss or damage.

22.4 Any other costs related to the property made available by Jaarbeurs (such as transport, storage and installation) will be paid by the Contractor.

22.5 Upon receipt of the property referred to in this Article the Contractor must inspect the same whether it corresponds with the Specifications agreed in the order.

## **23 Confidentiality**

23.1 The Contractor will treat all information and/or data obtained in the execution of the Agreement as strictly confidential and not disclose the same to third parties – with the exception of third parties engaged by it in the execution of the Agreement – without Jaarbeurs' written consent.

23.2 In the event of breach of this provision the Contractor will forfeit an immediately payable penalty of EUR 50,000 per incident, which penalty will not affect any duty of compensation of the Contractor. Jaarbeurs will be free to demand specific performance of the Agreement in addition to the penalty.

## **24 Sustainability**

24.1 To Jaarbeurs the Triple P-model (People, Planet, Profit), as adopted in the Jaarbeurs' Code of Conduct, is essential.

24.2 The Contractor warrants and represents it will comply with the Code of Conduct as published on Jaarbeurs' website, a copy of which will be sent to the Contractor on request.

24.3 In quotations and Agreements, the Contractor must inform Jaarbeurs about the possible application of sustainable materials or materials with a sustainability quality mark.

24.4 The Contractor complies with and acts in accordance with all applicable regulations on safety, public health and the environment.

24.5 The Contractor prevents contamination of the soil and ground water, minimises air and noise pollution on the Jaarbeurs' site and complies with the regulations in effect on the Jaarbeurs' site.

24.6 The Contractor must arrange for proper and safe transportation, sound and safe equipment and skilled and qualified personnel who work in a safe, healthy and environmentally responsible manner. Jaarbeurs has the right to check these aspects of the Agreement.

24.7 The Contractor will report each and any irregularity regarding safety, health and the environment and security. In case of incidents the Contractor, under the supervision of Jaarbeurs, will immediately take all measures to remove or isolate the substances released or to prevent contamination caused by such incidents.

## **25 Choice of Law and Jurisdiction**

25.1 These General Terms and Conditions as well as the Agreement are governed by Dutch law.

25.2 The applicability of the Vienna Sales Convention 1980 is hereby excluded.

- 25.3 Insofar as not prescribed otherwise by provisions of mandatory law any disputes between the parties will be submitted to the competent court of Utrecht, on the understanding that Jaarbeurs will have the right to file any claims against the Contractor, whether or not simultaneously, with other judicial tribunals that under national or international laws are competent to hear and decide on such claims.

## **II ADDITIONAL TERMS AND CONDITIONS OF SUB-CONTRACTING**

In addition to the General Terms and Conditions (I) the provisions contained in this chapter (II) also apply to the sub-contracting of work. If the General Terms and Conditions of Sub-Contracting deviate from the General Terms and Conditions the latter will prevail.

### **26 Definition**

Employee: anyone who, whether or not in employment, works for the Contractor or is engaged by the Contractor in the execution of the Agreement.

### **27 Execution Schedule**

27.1 At Jaarbeurs' request the Contractor must submit an execution schedule, stating, among other things, the times of commencement and completion of the successive elements of the work and the staffing. If it has been agreed that Jaarbeurs will provide specific materials, the times of provision will be included in the execution schedule. After approval by Jaarbeurs this execution schedule will form part of the Agreement.

27.2 If the work, whether or not related, of two or more Contractors must be executed simultaneously for Jaarbeurs, the Contractors will be required to coordinate the work and include the same in their execution schedules. In the event of errors in such coordination the Contractors must address each other. The provisions contained in Article 13 will remain fully effective.

27.3 Jaarbeurs has the right to make changes to the execution schedule during execution. The consequences of such changes will be arranged by Jaarbeurs and the Contractor within reason. If necessary, the Agreement will be changed.

27.4 Periodically, in accordance with Jaarbeurs' instructions, the Contractor must report on the progress of the work and all related aspects.

### **28 Quality and Number of Employees**

28.1 The Contractor will be responsible for day-to-day management and supervision of the execution of the work. The number of competent and skilled supervisors made available by the Contractor for this purpose must correspond with the scope and type of work and requirements set by Jaarbeurs. The costs related to day-to-day management and supervision will be paid by the Contractor.

28.2 The Contractor warrants and represents towards Jaarbeurs that the services and work to be provided by the Employees will be carried out skilfully and without interruption and that the Employees will continue to comply with the agreed qualities in terms of training, expertise and experience.

28.3 If necessary, the Contractor will supply the Employees with hand tools, work clothes and personal protective equipment.

28.4 The Contractor will temporarily or permanently replace the Employees only occasionally and only with Jaarbeurs' prior consent. Jaarbeurs will not withhold its consent on unreasonable grounds. Jaarbeurs has the right to attach conditions to its consent.

- 28.5 The parties may agree on a trial period. If during this trial period in Jaarbeurs' opinion Employees prove insufficiently capable of executing the Agreement in question the Contractor undertakes towards Jaarbeurs to replace those Employees as soon as possible without charging any additional costs to Jaarbeurs.
- 28.6 The work will be done according to the work times and codes of conduct in effect at Jaarbeurs' at that time. The Contractor undertakes to instruct the Employees to observe the work times and codes of conduct applicable in the place of work. Jaarbeurs reserves the right to have the work carried out outside the work times then in effect at Jaarbeurs' if Jaarbeurs' business operations so require.
- 28.7 Employees who in Jaarbeurs' opinion act in breach of the codes of conduct referred to in Article 27.6 must be removed at Jaarbeurs' request. The Contractor will ensure that those Employees will be replaced immediately.
- 28.8 Jaarbeurs has the right to regularly count the Employees at work, in which count the Contractor will cooperate. The Contractor will furthermore be required to fully cooperate in (other) reasonable administrative measures taken or to be taken by Jaarbeurs to check the staffing, such as providing a daily staffing statement, both on Jaarbeurs' premises and outside, divided by every project being executed by the Contractor.

## **29 Intervention in the Work**

- 29.1 If in Jaarbeurs' opinion the work progresses such that the term for completion of the work or part thereof as specified in the Agreement is reasonably expected to be exceeded or if the Contractor in Jaarbeurs' opinion does not carry out the work or has not carried out the work according to the provisions contained in the Agreement and/or in accordance with high standards Jaarbeurs will notify the Contractor in writing.
- 29.2 If within two weeks of a notification as referred to in Article 28.1 the Contractor does not take such measures that in Jaarbeurs' opinion the backlog will be cleared within a short period of time or said provisions and/or standards will be met, Jaarbeurs will have the right to intervene in the work, without any judicial intervention being required, without prejudice to its other rights and without the Contractor being released from its liability, by having its own personnel or third parties instructed by Jaarbeurs taking over (part of) the work.
- 29.3 Jaarbeurs will immediately notify the Contractor of such intervention. In that case the Contractor will fully cooperate with Jaarbeurs and any third parties engaged by Jaarbeurs in the work.
- 29.4 The costs of such intervention will be paid by the Contractor and will be due immediately. The costs include a reasonable consideration for Jaarbeurs' overhead and supervision.
- 29.5 Also, in circumstances other than those referred to in Article 28.1 Jaarbeurs will have the right to immediately intervene in the work without the Contractor being released from its liability if such intervention is required by operating conditions, safety and/or statutory regulations. Jaarbeurs will notify the Contractor as soon as possible.

## **30 Payment of Contributions and Tax**

- 30.1 The Contractor warrants and represents that the statutory obligations regarding the payment of social insurance contributions and payroll tax are met for the Employees.

- 30.2 The Contractor indemnifies Jaarbeurs against any claims of the relevant employee insurance agency and/or Tax and Customs Administration regarding the contributions and taxes due.
- 30.3 At the request of Jaarbeurs the Contractor undertakes to submit to Jaarbeurs an audit report certifying that the Contractor has paid in time the social insurance contributions and payroll tax for its Employees in accordance with the advance invoice of the employee insurance agency and the tax return for the period in which the Contractor has provided the Employees to Jaarbeurs.

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### **III ADDITIONAL TERMS AND CONDITIONS OF CONTRACTING**

In the event that a (partial) contracting agreement has been made, the provisions of this chapter (III) will apply besides the General Terms and Conditions (I) and the Additional Terms and Conditions of Sub-Contracting (II). If the Additional Terms and Conditions contained in this chapter deviate from the Additional Terms and Conditions and/or the Additional Terms and Conditions of Sub-Contracting, these Additional Terms and Conditions will prevail.

#### **31 Acceptance Test / Quality Audit**

If an acceptance test and/or quality audit has/have been agreed, the Contractor will be required to impose the agreed procedure on its sub-contractors.

#### **32 Working Conditions and Safety**

- 32.1 The Contractor is responsible for the working conditions and safety at work. The Contractor must comply with all the relevant statutory regulations, regulations of the Health and Safety Inspectorate and any local safety regulations.
- 32.2 The materials and tools used by the Contractor (including but not limited to lifting and leverage equipment, climbing materials and scaffolding) must comply with the requirements set by the Health and Safety Inspectorate and be in a good state of repair, entirely at Jaarbeurs' discretion.
- 32.3 Periodically, depending on the project, the Contractor must carry out safety inspections at work. The result of such inspections must be reported to Jaarbeurs.
- 32.4 Periodically, depending on the project, the Contractor must take part in safety meetings about the work.
- 32.5 Employees who in Jaarbeurs' opinion display unsafe behaviour at work must be removed at Jaarbeurs' request. The Contractor will ensure that those employees will be replaced immediately.
- 32.6 Upon establishing an unsafe situation created by the Contractor, Jaarbeurs has the right to call a halt to the work without being required to pay any compensation and without such delay constituting force majeure for the Contractor.

#### **33 Licences and Statutory Requirements**

- 33.1 The Contractor is deemed to be familiar with and have considered in its quotation the relevant regulations of the national, provincial and/or municipal authorities and public utilities.
- 33.2 The Contractor will ensure that the sub-contractors are familiar with all the regulations referred to in Article 32.1 and furthermore with all the other terms and conditions with which the Contractor must comply under this Agreement. The Contractor warrants and represents towards Jaarbeurs that its sub-contractors will comply with and observe all these regulations, terms and conditions, insofar as relating to the work to be done by them.
- 33.3 The Contractor will ensure that all the licences and decrees required for the work will be in its possession in time.

**34 Wages and Salaries Tax and National Insurance Contributions (Liability of Sub-Contractors) Act**

- 34.1 In addition to the provisions contained in Article 29 the Contractor must keep such records that for each project the actual wage costs can be determined. Jaarbeurs may at all times inspect those records. The Contractor must state the actual wage costs on its invoices.
- 34.2 With due observance of the provisions contained in Article 11.1, 40% of the actual wage costs will be transferred by Jaarbeurs into the Contractor's G-account.
- 34.3 If reverse charge mechanism VAT applies to the Agreement, the Contractor must state so on every invoice.
- 34.4 At Jaarbeurs' request the Contractor must submit the original of a recent (not older than three months) Declaration of Payment History of the industrial Insurance board and the Tax Authorities.

**35 Termination of the Agreement**

- 35.1 Jaarbeurs may at all times terminate the Agreement prematurely against compensation of all the work and deliveries provided by the Contractor, increased by a reasonable consideration for the costs incurred by the latter due to non-completion. The total will not exceed the contract price plus any additional work.
- 35.2 In the events referred to in Article 17 only the arrangements set out in Article 17 will apply.

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Filing of Terms and Conditions

These General Terms and Conditions have been filed with the Utrecht Chamber of Commerce under number 30149551.

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(version of November  
2018)