





**GENERAL TERMS AND CONDITIONS FOR SERVICES AND DELIVERIES**

These General Terms and Conditions for Services and/or Deliveries - version 1.1 from June 2005 - (hereafter to be known as General Terms and Conditions) are applicable to the delivery of products and services.

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## Article 1 Applicability

1. These General Terms and Conditions apply to all agreements and legal relationships whereby KLM Health Services B.V., hereafter to be known as the Supplier, or one of its subsidiaries, acts as the provider of products and/or services to the other party, hereafter to be known as the Client, overriding the General Terms and Conditions of the Client unless the Supplier has explicitly accepted these General Terms and Conditions, in writing.
2. The above-mentioned agreements and legal relationships include, at the very least, the Activities and dealings that are to be carried out by the Supplier on behalf of the Client, both of a preparatory and executive nature, such as offers, (order) confirmations and deliveries, and agreements between the Supplier on the one hand and the Client on the other.
3. The acceptance of an offer, the conferring of an Order and/or the establishment or prolongation of an Agreement by any other means, implies that the Client has accepted the applicability of these General Terms and Conditions.
4. Once the Client has accepted these General Terms and Conditions it recognises the applicability of these General Terms and Conditions and thereby distances itself from any General Terms and Conditions it might have of its own.
5. Changes to these General Terms and Conditions will become effective three months after written notification of such and acceptance by the Client.
6. Wherever in an Agreement mention is made of the Client it alludes to all legal entities, enterprises, or actual persons, insofar as these are reported, in writing, to the Supplier, and whether they act collectively or otherwise.
7. If it is likely that more than one legal entity or enterprise is represented by the Client, the Client is mandatorily obliged to provide, in a timely manner, a current insight (overview) into these entities and any changes to them. The said overview will form part of the Agreement.

## Article 2 General definitions

### Supplier:

KLM Health Services B.V., statutorily located at Stationsplein 236, 1117 CJ Schiphol, and any allied legal entities and/or its subsidiaries, that act as a provider of products and/or services, or provides services and/or makes deliveries to and/or carries out Working Activities on behalf of associated persons and persons falling under its supervision and/or authority.

### Client:

- a) An actual person, or
- b) A legal entity, or
- c) A number of persons acting collectively, legal entities or otherwise, whether or not an employer and commissions Orders pertaining to the provision of services, deliveries and/or Working Activities.

### Employee:

An actual person who has entered into an employment agreement with the Client or a legal entity, unit or employer represented by the Client, that complies with civil law, or has been appointed as a tradesperson or is acting as a temporary worker.

### Order:

An Order or Agreement whereby the Supplier commits itself to provide to the Client the services, deliveries and/or Working Activities required by the latter, in accordance with what is defined in this arrangement.

### Working Activities:

The Working Activities and/or goods that arise from the Orders and that pertain to the provision of services, the delivery of goods or Working Activities or specifically agreed working agreements.

### Project:

The services, deliveries and/or Working Activities covering the scope of the Order that is to be provided by the Supplier on a project basis.

### Appointment:

An intentional physical meeting between one or more experts and one or more individual Employees on an agreed day and at a specified time.

### Complaint:

A comment or grievance about products, the provision of a service or the service itself, made by the Client with the intention of identifying an undesirable situation.

### Transaction:

A beneficial agreement that obliges one or more of the parties to provide or to do something and that has arisen between one or more actual persons or legal entities that are engaged in a professional capacity.

## Article 3 Deviations from the General Terms and Conditions

1. Deviations from these General Terms and Conditions are only effective if they are explicitly accepted by the Supplier, in writing, and even then are only effective for the agreements in question.
2. If, and for whatever reason, a provision in these General Terms and Conditions appears to be non-binding, or is declared null and void or is deviated from, these General Terms and Conditions remain effective in all other areas.
3. The Supplier will replace the provision alluded to in the previous paragraph by a new, legally acceptable, comparable, provision that will be binding and will deviate as little as possible from the non-binding provision, taking into account the objective and purpose of these General Terms and Conditions.
4. If the Supplier has explicitly or tacitly permitted deviations on any point or part of these conditions, or has accurately applied them, either for short or extended periods of time, it does not detract in any way from the Supplier's right to demand that these conditions be strictly adhered to in future.
5. The Supplier has the right to submit a written proposal to change the services, the provision of service, deliveries and/or conditions, and these changes will be accepted by the Client, unless notice to the contrary is provided by the Client within 30 (thirty) days of the Supplier making it known.

6. Insofar as provisions pertaining to a skeleton agreement with the (sector) interest group to which the Client is affiliated deviate in favour of the Client, from these General Terms and Conditions or from an individual agreement, the provisions in the skeleton agreement will prevail, providing that the Supplier is informed of such beforehand by the Client.

### **Article 4 Offers, proposals, and the reaching of agreements**

1. All offers or proposals (Project, collaboration, etc.) submitted by the Supplier are free from obligations. The Client is free to reject an offer, until such point that it has been accepted in writing.
2. All offers and proposals are valid for a period of 3 (three) months, unless it is otherwise stated.
3. The results of the Working Activities that are to be carried out will be given in an offer or proposal.
4. Offers or proposals, including change proposals and increasing the scope of an Order, are issued on the understanding that the encompassed expertise and ideas of the Supplier will be used by the Client solely for the purpose of forming an assessment of the Supplier's proposals.
5. An Agreement will only be effective after the Supplier has received the accepted offer or proposal, or on the strength of a written agreement that has been signed by the parties.
6. If, as part of the acceptance of an offer or proposal, restrictions or changes are introduced to that offer or proposal, then, contrary to what is stated in the previous paragraph, the Agreement will only become effective after the Supplier has provided written notification to the Client that it agrees with the restrictions or changes.
7. If the Client submits a written Order that is not accepted by the Supplier, it will not be recognised as an Order. Such an order can only be accepted by the Supplier if:
  - a. the Client receives a copy, signed by the Supplier to the effect that it accepts the Order, within 14 (fourteen) days of the Order being sent, or;
  - b. the Supplier starts to implement the Order within 14 (fourteen) days of receiving it.
8. Between-time changes to an Agreement will only be effective if both parties agree to them in writing.
9. What is stated in the previous paragraph does not detract from the right of the Supplier to make between-time changes necessitated by direct or indirect legislative repercussions that pertain to content, form and tariffs for the provision of services and or conditions.
10. If an Agreement is entered into verbally, the execution of the Agreement will be deferred until such time that the Supplier receives written confirmation of the Order. However, if when entering into a verbal Agreement the Client gives the Supplier budgetary authorisation in the form of an Order number, the execution of the verbal Agreement will not be deferred.
11. An offer, proposal or appendix will form part of the Agreement.
12. Offers or proposals are based on the information provided by the Client up to the moment the offers or proposals are drawn up.

13. In the case of standby or skeleton agreements, the Agreement each time becomes effective at the moment that the Order for (partial) delivery, within the framework of the standby or skeleton agreement, is received by the Supplier.
14. If during the execution of the Agreement use is made of drawings, models, specifications, instructions, test directives or suchlike that are provided or approved by the Client and/or Supplier, these too will form part of the Agreement.

### **Article 5 Validity and termination of the agreement**

1. Services provided within the context of an Agreement signed by the Client can start from the moment that all the information explicitly requested by the Supplier, and details and payments made on the basis of agreed payment intervals, have been received by the Supplier at a time and manner agreed by the parties.
2. Unless it is stated otherwise, an Agreement is entered into for a period of one year, and, if it is not terminated, the Agreement will be automatically and continuously extended by a further year.
3. The Agreement can be terminated by any party, by registered letter, providing a period of notice of at least 3 (three) calendar months before the contract expiry date is observed.
4. Contrary to the above, each party, while retaining the undiminished right to compensation for costs, damages and interest, is entitled, without legal intervention, to give notice, per registered letter, and with immediate effect, that it intends to terminate or partially terminate the Agreement, if:
  - the other party accountably fails (or will fail) to meet one of the obligations placed on it by the Agreement and also fails to redress the situation within a period of time that is specified in a registered letter sent to it (the party will then be in default): the termination, after applying the above-mentioned provision, will only take place, if and insofar that the failure, given its nature and significance, justifies the termination and the ensuing results;
  - the bankruptcy or (temporary) suspension of payments is requested or granted for the other party or the other party is actually declared to be in a state of bankruptcy;
  - a bankruptcy request is submitted by the other party;
  - measures aimed at effecting the liquidation, cessation of trading or the dismantling of the company are taken by the other party, or a significant proportion of its movable or immovable assets are seized; the transition or merger of the company cannot be seen as a reason for between-time termination;
  - this, in accordance with legal arrangements, can be seen as reasonably necessary and whereby further compliance of the other party cannot, reasonably, be expected;
  - the Client passes away, or is placed in receivership;
  - improper influence is exerted, which includes corruption, providing an advantage to a person or persons belonging to the Client and/or a gift or promise that is intended to stimulate such person or persons to do something or fail to do something that would prejudice the Agreement and the efforts associated with the winning of the Order.

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5. As soon as one of the above-mentioned situations comes to light, each of the parties is obliged to immediately inform the other party by registered letter.
  6. If, at the moment of termination as alluded to above, one of the parties has already benefited from activities or services carried out within the scope of the Agreement, these activities or services, together with the associated payment obligations, cannot be seen as a reason for reversal, unless the party in question is in default. Amounts invoiced prior to the termination for activities or services provided or delivered within the context of the Agreement, and while taking into account the previous sentence, remain fully payable and are, at the moment of termination, immediately due and shall not be considered as compensation.
  7. A termination of the Agreement - irrespective of whether the grounds for termination are to be found in this article or elsewhere in the Agreement - never affects obligations ensuing from the Agreement, which by their very nature are meant to remain effective even after the termination. These obligations include, among other things: indemnification from violating intellectual property rights, secrecy and the conciliation of differences, appropriate rights and domicile choice.
  8. If one of the parties completely or partially terminates the Agreement without there being any question of any of the circumstances outlined in paragraph 4 existing on the side of the other party, then the latter party is entitled to receive compensation for the losses incurred as a result of the investments specially made within the framework of the Agreement and on behalf of the Client, providing that these investments and the associated compensation arrangements have been agreed beforehand, in writing, by both parties. Under no circumstances will this include not-agreed generic management costs or other types of indirect costs. Each party has the right to peruse the relevant accounts of the other party.
  9. The Supplier is entitled to immediately effect the between-time termination of the Agreement, without legal intervention, and without foregoing the undiminished right to compensation for costs, losses and interest, if:
    - a. this can, in fairness, be considered necessary because of the inappropriate or fraudulent actions of the Client towards the Supplier;
    - b. the Client has provided incorrect information or has withheld it, as is meant in Article 14.
  10. If the Agreement is terminated the following will apply:
    - a. the Supplier shall, in consultation with the Client, do all that can be reasonably expected of it to underscore the continuity of the Working Activities that have already been carried out on behalf of the Client at the moment of termination or of giving notice to terminate;
    - b. in a yet-to-be-decided manner, the Supplier will hand over to the Client all written information or information documented by any other means, together with all knowledge pertaining to the Working Activities that have already been carried out, or hand it over to a third party to be appointed by the Client to carry out the unfinished part of the Order.
      - required permits and/or certification for carrying out the Working Activities;
      - b. the Working Activities that will be done by itself or its representatives will be carried out enthusiastically and in a competent and professional manner, as might be expected of the Supplier, and that the results will comply with the agreed specifications and/or descriptions;
      - c. the Working Activities will be carried out in compliance with all relevant and current legislation, regulations and professional profiles compiled by professional associations, codes and protocols and taking into account the behavioural code of the KNMG (Koninklijke Nederlandse Maatschappij ter bevordering van de Geneeskunst - Royal Dutch Company for the Advancement of Medicine), including the code pertaining to the management and trafficking of socio-medical data and the role played by professional confidentiality, as well as the BIG (Wet Beroepen Gezondheidszorg - Individual Healthcare Professions Act), the WBP (Wet Bescherming Persoonsgegevens - Personal Data Protection Act), the WGBO (Wet Geneeskundige Behandelingsovereenkomst - Medical Treatment Act), AWB (Algemeen Wet Bestuursrecht - General Administrative Law Act) and Geneeskundige Instanties (Medical Authorities) arrangement and Medical Declaration for Aviation (Staatscourant - Government Gazette No 174).
2. The services that the Supplier will provide for the Client, comprise the services, deliveries and Working Activities that are described in the Agreement.
  3. If the Client wants the Supplier to provide services that are not described in the Agreement, a new offer for the applicable requirements can be submitted.
  4. The services will be provided at the specifically agreed place and time.
  5. In the event that the offer or Agreement do not specify deadlines, the Supplier will provide its services within the periods that the Supplier considers acceptable. Concerning the compliance with the above-mentioned periods, the repercussions of hold ups, failure to respond or failure to show up, will be at the Client's own risk.
  6. At the request of the Client the Supplier can also provide incidental services, which will be carried out on the basis of current tariffs or based on an approved offer or other written agreement and charged to the Client retrospectively. Incidental services are those that exceed the scope of the existing agreements.
  7. If the parties agree on timeframes in which the Working Activities should be accomplished, unless it has been otherwise agreed in writing, these timeframes retain the status of indications and should never be seen as hard and fast deadlines. Exceeding such timeframes can never be regarded as a failure on the part of the Supplier to meet its obligations and therefore never gives the Client the right to claim compensation for losses, or grounds for the termination of the Agreement.
  8. If an agreed delivery period is about to be exceeded or if the Working Activities cannot be carried out in time, the Supplier will inform the Client of such in a timely manner. In so doing the Supplier will report the nature of the delivery delay, the measures it has taken to redress the situation and the probable duration of the delay.
  9. If, during the execution of an agreed Project, the Client fails to take any actions for more than two months and

### Article 6 Services, Working Activities, delivery

1. The Supplier guarantees that:
  - a. it possesses - insofar as these are necessary - the

- the advancement of the Project depends on such actions, the Supplier is entitled to regard the Project as terminated. The Supplier has the right to invoice the Client for Working Activities and/or delivered products that have already been provided. If the Supplier notices that the Client is failing to take the necessary action, the Supplier is obliged to inform the Client, in writing, that it intends to regard the Project as terminated and will give the Client a reasonable period of time, which can be regarded as a hard and fast deadline, to belatedly take the necessary action.
10. If the Order (partially) includes the delivery of goods, no other guarantee will be given other than that which is described in the offer.
  11. The ownership and risk of what is provided is only transferred to the other party after delivery has taken place, unless acceptance at the delivery stage is refused, whereby such refusal should immediately be communicated verbally to the other party and later communicated in writing.
  12. Unless it has been agreed otherwise, the Working Activities will, in principle, be carried out in the Netherlands.
  13. The Client is obliged to afford its complete co-operation in carrying out the Order and/or Agreement and to place at the Supplier's disposal everything it needs, which includes providing information and granting access to all documents and data that will be necessary for carrying out the Order or Agreement properly.
  14. The Client will make it possible for the Supplier to provide the agreed services or Working Activities and to gain insight into aspects that include working situations, work organisation, working conditions and business practices.
  15. The Client will grant the Supplier, subject to the Client's permission, which shall not be withheld on unreasonable grounds, access to all areas that it needs access to in order to carry out the Working Activities and to which the Client has control over. Under certain circumstances, and after consultation, the Client may impose conditions or restrictions.
  16. The Supplier will ensure that its presence on the Client's premises will not constitute a hindrance for the smooth continuity of the Client's Working Activities and those of third parties.
  17. Before starting to carry out an Agreement, the Supplier and its personnel should familiarise themselves with the content of the relevant instructions and regulations on the Client's premises and in its buildings that pertain, among other things, to safety, health and the environment, and they are obliged to behave accordingly.
  18. The Client will afford its full co-operation in the compilation of a client and/or customer satisfaction survey or evaluation.
  19. The Supplier guarantees the professionalism, independence and competence of the experts that will be engaged in carrying out the Working Activities, and, where necessary, the compliance of its (situation-related) procedures and protocols, and that its manner of execution and its execution systems are organised accordingly.
  20. The results of Projects or research programmes and other services that are carried out will be incorporated in final reports and/or report sections, which should include a complete description of the progress of the Working Activities and the respective phases, as well as details and descriptions of their results.
  21. The Supplier will ensure that only vehicles, medication, parts, instruments and/or apparatus that are suited to realising the required objective will be used when carrying out the Working Activities. These instruments and/or apparatus should be free of any defects, visible or otherwise.
  22. The Supplier will ensure that the Working Activities within the scope of the Agreement will not be sub-standard in the areas of design, materials, and craftsmanship, and that the Working Activities that are to be carried out are in accordance with the agreed specifications and will be properly suited to the realisation of the required objective.
  23. The parties, when asked and/or when required, will make available offices and/or research facilities with suitable provisions for the duration of the agreed execution period of the Order or service provision by the Employees of the Client.
  24. The arrangement of the offices and/or research facilities of the Employees of the Supplier that are alluded to in the previous paragraph should, in addition to complying with the functional requirements dictated by the role to be played by the Employee(s) and specified by the Supplier, also comply with the functional specifications pertaining to working conditions, legal requirements, NEN (Dutch Standards Office) specifications, and safety requirements.
  25. During working hours the Supplier and/or its Employees will, in principle, be available, either at the Client's location(s) or otherwise, and whereby their presence, absence, replacement and accessibility will be arranged in consultation with the Client.
- Article 7 Prices, tariffs and costs**
1. For the Working Activities and/or for carrying out the Projects, the Supplier will invoice the Client in accordance with the prices and tariffs given in the offer and/or Agreement.
  2. In principle, prices, tariffs and costs are valid for a maximum period of 12 months. Tariffs are always valid from the beginning of the Supplier's financial (book) year.
  3. If a fixed price has not been agreed between parties, but instead there is talk of an obligation-free estimate, then the actual price will be determined on the basis of retrospective calculation.
  4. If it has been agreed between the parties, the Supplier will observe a ceiling for the amount that will be levied. If the surpassing of this ceiling is imminent the Supplier must consult with the Client immediately.
  5. Unless it is stated otherwise, all quoted prices and tariffs exclude sales tax (VAT) and exclude other surcharges and/or taxes that might be imposed by the authorities. Possible levies and/or taxes will be passed on to the Client.
  6. If, during an agreed period of availability, it is necessary to carry out Working Activities at the location(s) of the Client, the hourly rate for the experts in question will be charged, as will the costs of (administrative) support and any other additional costs.
  7. The Supplier has the right to change its tariffs and the prices derived from them. The Supplier will, however, strive to limit its tariff adjustments to not more than once per period of a maximum of 12 months, which will start at the beginning of the Supplier's financial (book) year. The tariff adjustment will be guided, but not bound, by the price indexing of the CBS (Central Bureau for Statistics) insofar as they pertain to the CAO (collective labour agreements)

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- salaries per month for adults, including extraordinary payments, applicable to the business services sector.
8. For a tariff increase that is more than 1% above the CBS price indexing, as is alluded to in paragraph 7, the Client has the right, within a period of 1 month after the new tariff is made known, to give notice in writing of its termination of the Agreement, effective from the day that the new tariff would be implemented. Insofar as a tariff increase surpasses the percentage given in the first sentence of this paragraph, the Client is expected to endorse the tariff increase, unless the Client has informed the Supplier to the contrary within one month of the intended tariff increase being made known. In such a case the Supplier is entitled to give notice, in writing, of its termination of the Agreement, effective from the day that the tariff increase would have been implemented.
  9. If a tariff adjustment is necessitated on legislative or regulative grounds, then starting from the implementation date of the new legislative or regulative measure, the Supplier is entitled to adjust the relevant tariffs to recoup the costs. Any possible direct or indirect costs resulting from the legislation/regulation adjustment can, insofar as it is reasonable to do so, be passed on to the Client.
  10. The Supplier will announce the tariff adjustment at least 3 (three) months before its intended implementation date.
  11. If the CBS fails to publicise the afore-mentioned price-indexing figure or alters the basis on which it is calculated, an index figure that is deemed as similar as possible will be adhered to. Should this create a difference of opinion between the parties the most plaintiff of the two can ask the Director of the CBS to make a decision, which will then be binding for both parties. Any associated costs for doing this will be borne on a 50-50 basis by both parties.
  12. The Client has the right to terminate the Agreement within 14 (fourteen) days of the announcement of a price adjustment, taking into account Article 5 (The validity and termination of the agreement). This is on condition that the adjustment pertains to a price increase that becomes effective within a period of 3 (three) months of the Agreement being reached and that the adjustment is to the disadvantage of the Client, who was not informed beforehand of the price increase.
  13. Prices for services provided outside the Netherlands will be defined on the basis of current rates for experts and any additional costs for the agreed service provision.
  14. If the Supplier is unable to carry out the Working Activities under its normal working circumstances and its regular office hours, the tariffs and/or prices will be increased to accommodate possible additional costs that may be incurred. This increase will be announced and agreed prior to implementation.
  15. All costs incurred by the Supplier in conjunction with carrying out the Working Activities and any costs that are not mentioned in current tariff overviews, offers, proposals etc., will be reimbursed by the Client, unless agreement has been reached about these costs beforehand.
  16. Costs for treatment or services provided by third parties (such as practitioners, specialists, physiotherapy and clinical psychology sessions, etc.), whether on the basis of a referral or otherwise, will never be the responsibility of the Supplier, unless specific agreements apply.
  17. Costs for third parties engaged after consultation with and approval by the Client, will be charged to the Client, and, if these costs are to be passed on to the Client by the Supplier, they will also be increased by an amount equal to the cost incurred by the Supplier for doing so, insofar as the Client approves this beforehand.
  18. Costs incurred for requesting information, including information specific to the curative sector and the requisitioning of medical dossiers pertaining to working conditions from a previous supplier, as well as the costs incurred by the Supplier for engaging the services of third parties necessitated by (legally binding) regulations - even if prior consultation with the Client about this has not taken place - will be charged to the Client.
- Article 8 Number of Employees**
1. If the number of Employees has an influence on the amount that is payable by the Client to the Supplier, the Client will, if asked, and in a manner and time defined by the Supplier to help it establish the number of jobs at the Client, provide a reliable insight into the number of Employees in its workforce. If the Client fails to comply, the Supplier will be free to make a generous or safe estimate of the number of Employees, without the intervention of the Client.
  2. At the commencement of the Agreement the basis for the number of Employees will be in accordance with the most recent payroll of the Client.
  3. At the request of the Supplier, the Client is obliged to confer about a declaration from a chartered accountant about the number of Employees or to provide insight to representatives of the Supplier into these relevant aspects. If the Supplier's investigation shows that the number of Employees deviates by more than 5 (five)% from the given number of Employees, the Client will have to pay the cost of the investigation and will still owe sums of money to the Supplier.
  4. Unless it is otherwise agreed, the indebted amounts alluded to in paragraph 1 will be invoiced within a period of 3 (three) months of the commencement of the service provision or at the start of, and ahead of, a calendar year.
  5. During the (remaining) year period a changed insight into the given and established numbers of the Client's Employees will not give cause for a financial settlement between parties on the grounds of a change during that period.
  6. In the event of the termination of the Agreement, for whatever reason, no settlement or restitution will take place of any monies that might already have been paid.
- Article 9 Default**
- If one of the parties accountably fails to meet one or more of the obligations placed on it by virtue the Agreement, the other party will be entitled to declare that party to be in default. Serving default notice will take place in writing, by registered letter, whereby the negligent party will be afforded a reasonable period of time to belatedly meet its obligations. This period will have the character of a hard and fast deadline. Serving default notice will not take place if compliance with the relevant obligations has already proved to be impossible, in which case the negligent party will immediately be declared to be in default.

### Article 10 Invoicing and payment

1. Invoicing for Working Activities carried out, services provided and/or goods delivered will take place on a services-rendered basis, per month, retrospectively, unless it has been agreed to the contrary by means of an adequately specified (periodic) invoice.
2. If the Order specifies that the payment owed by the Client is to be in accordance with retrospective calculation of the actually incurred costs, payment will take place on the basis of a specified statement of the incurred costs and expended fee.
3. The Supplier retains the right to submit between-time (periodic) invoices for the Working Activities and/or delivered goods that have already been carried out or provided respectively.
4. Unless it is otherwise specified, the Client must pay the tariffs and/or costs within 30 (thirty) days of receipt of the invoice by transferring funds to one of the Giro or bank account numbers provided by the Supplier, without any appeal for settlement.
5. If, in the case of a Transaction, a final "pay-by" day has not been agreed upon, the statutorily applicable interest will be payable:
  - a. from 30 (thirty) calendar days, starting from the day after the day that the Client (debtor) receives the invoice, or;
  - b. if the day of receipt of the invoice is not fixed, or if the Client (debtor) receives the invoice before the service for which the invoice is intended has been received, from 30 (thirty) calendar days, starting from the day after the day that the service is received, or;
  - c. if the Client has negotiated a period within which it can accept the received service or assess whether it complies with the Agreement, and if the invoice is received before it has accepted or assessed the service, from 30 (thirty) calendar days, starting from the day after the day that the service is accepted or assessed, or, if the service does not enjoy the Client's approval or acceptance, from 30 (thirty) calendar days, starting from the day after the day that the period expires.
6. If the Client fails to make timely payment, then from the moment the payment period has been exceeded the Client is liable to pay the statutory interest on the outstanding amount, payable per month or part thereof, without declaration of default being necessary, and without detracting from the Supplier's right to claim full compensation for damages. Furthermore, all reasonable debt collection costs incurred by the Supplier (which will, include those for bailiffs, debt collection agencies, solicitors, and the cost of legal aid etc.) will be charged to the Client. These debt collection costs will, at the very least, be the same as the collection tariff of the Nederlandse Orde van Advocaten (Netherlands Bar Association), based on the outstanding amount and any sales tax (VAT) that might also be due.
7. If the invoice refers to items that the Client does not recognise, it has the right to initially defer the payment of these items. In such a case the Client will immediately report the disputed items, in writing, to the Supplier. The provision outlined in the following paragraph will remain fully effective until the disputed items have been settled, or adjusted and settled. In such a case, the reimbursement of due statutory interest (see the following paragraph) will apply only to the disputed items, which will be subject to

- the same payment period and starting date as the invoice in which the items are listed.
8. If, after notice of default by means of a written reminder, the Client still fails to make the required payment within the specified period, the Client will be considered to be in default. The provision outlined in paragraph 6 will remain fully effective until the disputed items have been settled, or adjusted and settled.
  9. The compensation of losses resulting from the delayed payment of an amount due comprise, in the case of a Transaction, of the statutory interest on that amount, starting the day after the day that was agreed to be the final day the payment can be made, up to and including the day that the Client (debtor) actually makes the payment.
  10. Each time, at the end of a year, the amount over which statutory interest is levied will be increased by the interest that is owed for that year.
  11. If the payment period is exceeded, the Supplier is entitled, without declaration of default being necessary, to defer its obligation to carry out the Working Activities and/or deliver goods, starting from the day that the payment period has expired. This does not in any way relieve the Client of its obligations to pay the amount that is owed. The Client will be informed of the afore-mentioned deferment of services in a timely manner and will be responsible for informing its Employees of such.
  12. No statutory interest will be due if the Supplier (creditor) is itself in default.
  13. In the application of this Article any other agreed interest rate will be compared with the statutory interest rate.
  14. If, in the opinion of the Supplier, the financial position of the other party constitutes a risk for the Supplier, or if there is the possibility that the situations outlined in Article 5 (Validity and termination of the agreement), paragraph 6 might apply, the Supplier is entitled to shorten the payment period and/or request prior payment security.
  15. Unless it is agreed otherwise, in the case of a Project 50 (fifty) per cent of the budgeted payment will be invoiced in advance, at the start of the Project's implementation. The remaining amount, defined on the basis of the actual time spent and costs incurred during the Project's implementation, will be invoiced after its completion.
  16. The Supplier will send the invoices to the Client's main address, for the attention of its financial or accounts department.
  17. The parties do not have the right to settle each other's outstanding claims or debts and settle those of legal entities or companies allied to them, nor to mutually settle claims and debts of one party, unless these are not directly related through an invoice for the same Order, Project, service provision, delivery, performances or Working Activities.

### Article 11 Changing the delivered services

1. The parties have the right, providing they have written confirmation and insofar that the provisions of the Agreement permit it, to change the services to be delivered, or in their execution or timeframe schedules.
2. If the change involves additional costs then these costs will be the responsibility of the party proposing the change, unless the provision in Article 4.5 applies, or it has been agreed, in writing, to the contrary.

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3. If, in the opinion of the Client, the cost and/or delivery-time repercussions of the change are not acceptable, the Client has the right to reject the change request.
4. If the parties agree that the services provided by the Supplier comply with legal obligations derived from specific legislation and regulations and new legislation and regulations subsequently impose additional obligations on one of the parties, these should then be incorporated into the Agreement.
5. The consequences that new legislation and regulations have for the service provision will be established in all reasonableness and fairness between parties as well as established in execution decisions and/or working agreements.

### Article 12 Cancellation

1. There is talk of a cancellation if a prior verbal or written Appointment for the (future) provision of services, Working Activities, including consultation, etc. between the parties, its Employees or other parties acting on behalf of the Client has been agreed, and this Appointment is then cancelled by one of the parties.
2. If, when the occasion arises, the Client fails to cancel in a timely manner - as is meant in paragraphs 5 and 6 of this article - Appointments made with the Supplier pertaining to starting times or lead-times of Working Activities, research and/or advisory projects, training programmes, consultation meetings, surgery call-ups, and other elements of the delivery of the agreed services, then the Supplier is entitled to levy the charges that would have been owed had these Appointments been kept.
3. In the event of cancellation within the permitted or agreed period, the Supplier will only charge the Client for the cost of cancellation.
4. If an Appointment is not cancelled in good time, the Supplier will always consult with the Client about making a new Appointment and about utilising the reserved time that has consequently not been used for other paid Working Activities. In those instances that this is possible, the costs that would otherwise have been charged to the Client can be proportionately reduced.
5. Unless it has been agreed otherwise, the cancellation period pertaining to the starting time for:
  - a. surgery appointments, consultation appointments for individual Employees: is, at the very latest, 24 (twenty four) hours before the agreed time;
  - b. agreements about Working Activities that will, according to specifications known to the Client, take less than 4 hours to carry out: is, at the very latest, 48 (forty eight) hours or more before the agreed time;
  - c. agreements about Working Activities that will, according to specifications known to the Client, take more than 4 hours to carry out, excluding educational Projects, courses and training Orders: is, at the very least, 7 (seven) or more working days before the agreed time;
  - d. agreements involving more than 1 (One) Employee or a Project, excluding educational Projects, courses and training Orders and agreements alluded to in paragraph 6b and 6c of this article: is, at the very least, 7 (seven) or more calendar days before the agreed time;
  - e. educational Projects, courses and training Orders: is, at the very least, 30 (thirty) calendar days;
  - f. medical examinations: is 48 (forty eight) hours before the agreed time.

6. The following applies for flight-medical examinations:
  - a. the manner in which flight-medical examinations, examination dates and times are established will be in accordance with a protocol endorsed by both parties;
  - b. examination reservations that are not "returned" in good time (i.e. at least 3 (three) days before the planned examination day) will be charged as if these examinations had actually been carried out. The Supplier will inform the Client in good time (i.e. immediately after the period referred to in the previous sentence has elapsed) that it has failed to "return" the reservations, so that in proper mutual co-operation the number of times that this occurs can be reduced to an absolute minimum;
  - c. additional agreements for examinations can always be requested, providing capacity is available, at no extra charge.

### Article 13 Force Majeure

1. The failure of a party to comply with the Agreement will not be perceived as such by the other party if the former is not to blame or, by virtue of the law, legal transactions or general consensus cannot be held responsible for this failure (circumstances beyond a party's control).
2. In the context of the Agreement, circumstances beyond a party's control will include: the failure of a party to comply with the Agreement as a result of fire, explosion, embargo, insurrection, wildcat strikes, riots, terrorism, bomb alarms, evacuation, war (after a declaration of war or otherwise), natural disasters (including storms) and flooding.
3. In the context of the Agreement, circumstances beyond a party's control will not include: a shortage of personnel, sick or striking employees, overdue deliveries, traffic jams and the accountable failure of third parties engaged by parties, or liquidity problems.
4. If there are indeed circumstances beyond a party's control, the affected party will defer the obligation to comply with the Agreement by the party that is the victim of circumstances beyond its control.
5. A party may only appeal on the grounds of such a non-accountable failure to comply if it informs the other party as soon as possible, but no later than 5 (five) days after the commencement, of the nature of the circumstances that are beyond its control, when they started and the expected duration.
6. The party that makes an appeal on the grounds of circumstances beyond its control is obliged, insofar as it is within its power to do so, to remove every possible cause of these circumstances, or to have them removed, as soon as possible.
7. In principle, if the circumstances beyond a party's control last longer than 60 (sixty) calendar days, or if it is reasonable to assume that they will last longer than 60 (sixty) calendar days, or if after consultation between the parties it is established otherwise, each party has the right to terminate the Agreement by informing the other party in writing, with immediate effect and without the need for legal intervention. This does not release the party in question from its obligation to compensate the other party for all the Working Activities already carried out before the termination of the Agreement.
8. The party that is the victim of circumstances beyond its control is only liable to pay damages if, and to whatever extent, it enjoys an advantage that it would otherwise not

have benefited from if it had properly complied with the Agreement.

### Article 14 Availability of personnel, employees

1. When it comes to the Employees allocated by the parties to one another within the framework of the Agreement, in the event of the absence of these Employees resulting from the normal or expected normal passage of sickness, Employees deciding to leave the parties' employ, or holidays, the parties are mandatorily obliged to ensure that replacement Employees of equivalent expertise are found as soon as possible, and in such a way that the capacity and level of service provision towards the Client and the agreed co-operation with the Supplier can be guaranteed by both parties.
2. During the intervening period the parties will, in urgent cases, provide immediate incidental treatment by an interim functionary. In the context of absenteeism management, the Supplier will thereby provide a company doctor and/or an absenteeism advisor.
3. If the above-mentioned situation arises (or looms) the parties will inform one another accordingly as soon as possible.
4. The Supplier will ensure that those of its Employees who are responsible for the execution of the Working Activities or for assisting in their execution, will commit themselves to the obligations placed on the Supplier under the terms of the Agreement.
5. If the parties find cause to replace Employees, consultation between the parties must take place.

### Article 15 Liability

1. Where liability is mentioned in this article it alludes only to the liability of the Supplier.
2. a. The Supplier assumes responsibility for those Working Activities of which the results, by their nature, can normally be guaranteed.  
b. While the Supplier will carry out those Working Activities whose results, by their nature, cannot normally be guaranteed, to the best of its insight and ability and in accordance with the required professionalism, taking the provisions in this article into account, it cannot give any guarantees with respect to the Working Activities that it carries out.
3. The Supplier, while carrying out the Working Activities alluded to in 2a and 2b by persons who fall under its direct responsibility, accepts liability - and indemnifies the Client in the event of claims by third parties - for losses suffered by the Client insofar as these are attributable to an accountable failure to comply with its obligations and/or as the result of a deed that is not in accordance with the Agreement.
4. The Supplier is not liable for any losses other than those referred to in the previous paragraph. Explicitly excluded is liability for indirect and/or consequential loss, including lost income, company stagnation costs and the loss of business relations.
5. Liability and/or its limitation exists towards each and every legal entity and/or company named in an Agreement, or towards each and every legal entity and/or company that might otherwise be legally connected, in writing, to the Supplier by the Client.

6. The Supplier is not liable for incurred losses insofar that these are the result of the Client, or an Employee in its employ, failing to follow advice given by the Supplier, either verbally or in writing.
7. Insofar that the liability of the Supplier arises from the Working Activities as described in paragraph 2, clause b. of this article, the loss incurred by the Client that might be considered for reimbursement is limited to the amount that the Client has paid the Supplier for the Working Activities and/or Orders delivered in the year in which the loss-inflicting event occurred.
8. The liability of the Supplier is always limited to the amount that the insurance policy will pay out for the case in question, increased by the applicable excess.
9. The Supplier will ensure that it has continuous, adequate and sector-specific insurance coverage against the kind of liability alluded to in this article and will, if requested, afford the Client an insight into the applicable policy or provide a certificate of insurance.
10. If the liability, which is attributable to an accountable failure or the result of a deed that is not in accordance with the Agreement, is not (fully) covered by the insurance policy, the parties will consult with one another on what is a reasonable amount of loss compensation, insofar that the liability is not already regulated by law.
11. The Client indemnifies the Supplier from all claims made by third parties (which is understood to include the Client's Employees) associated with the Working Activities, with the exception of those cases in which the Supplier is liable towards the Client.
12. The Supplier accepts no liability for losses that are the result of deficiencies in resources delivered to the Supplier that are then passed on to the Client by the Supplier.
13. The Supplier accepts no liability for the loss or damage of or to (personal) property during the execution of the Working Activities and/or (skills) training courses, whether or not this is the fault of third parties that might be acting on behalf of the Supplier in the context of the Order.
14. The Supplier is not liable for any possible damage or loss resulting from actions or neglect pertaining to cases of incapacity to work, if these actions or this neglect took place in an earlier period wherein absenteeism and/or rehabilitation services were being delivered by a different provider.
15. Without the written permission of the other party, none of the parties involved in the Agreement will partially or completely transfer rights and obligations ensuing from the Agreement in question to a third party.
16. The parties are obliged to report an accountable shortcoming that develops during the execution of the Working Activities to the other party as soon as possible, and, if the circumstances dictate it and insofar as that party is duty bound to limit any possible damage, to take the appropriate damage-limitation measures.
17. The liability limitations are also agreed for the benefit of all parties involved by the Supplier in the execution of an Agreement.
18. In the event of damage or loss as meant in this article, the parties are expected to inform one another, in writing, of such within a reasonable period of time. Failure to do so will result in the forfeiture of all rights to claim.
19. Every claim against the Supplier expires after the simple passing of 365 calendar days after the occurrence of the event that might have given rise to the liability.

### Article 16 Secrecy/confidentiality

1. The parties are mandatorily obliged to treat in confidentiality all information about each other that was received either directly or indirectly.
2. Within the context of carrying out the Working Activities, confidential information gleaned about the other party and/or its subsidiaries or other companies allied to it as a company and/or the execution of its business, the Agreement or pertaining to the way one of the parties carries it out, or information that is noted about the parties in any way, may not be used commercially by either of the parties. Nor may they disclose it to third parties for their use, and they will ensure that these third parties are not granted access to it. The exception is if, and insofar, it is necessary to disclose this information or use it in the described manner to make it possible to comply with the Agreement, subject to the prior written permission being received from the other party, which shall not, on the strength of unreasonable grounds, be withheld. Furthermore, the confidentiality obligation extends to information contained in reports, drawings designs and/or other documents that the Client puts at the disposal of the Supplier within the context of the Agreement.
3. The parties will impose the confidentiality obligation, as alluded to in the previous paragraph, on their Employees and on all other third parties engaged in the execution of the Working Activities.
4. The parties will exercise confidentiality pertaining to the name-, product-, market-, client-, company information and performance and the results of the Orders that involve the other party for a period of 2 (two) years after the date on the final invoice, providing this has been agreed. This does not apply to (calculation) methods, software programs and experimental working methods that were not directly developed with the Order in mind, or information that:
  - a. is of a generically known nature, without this being the result of a breach of the applicable confidentiality obligation;
  - b. has been developed by the other party;
  - c. has been legally acquired by the other party and which does not tie third parties to such a confidentiality obligation;
  - d. should be made public on legislative or regulative grounds, a lawful judgement or a judgement made by a regulative body.
5. In the case of (medical) examinations, measurements or literature investigations the obligation to confidentiality will not extend further than the results and conclusions.
6. The confidentiality obligation on the parties also remains in effect after the termination of the Agreement.

### Article 17 Information provision and regulation

1. The parties will provide, in a timely manner, all the information that will be necessary to properly carry out the Agreement. The manner in which the information is provided and the way the Working Activities are carried out must be in accordance with the Wet Bescherming Persoonsgegevens (Personal Data Protection Act), as well as with all prevailing legislation, rules and regulations pertaining to the protection of privacy, medical confidentiality and the behavioural codes and rules of the professional associations that govern the dealings of the professionals and experts that are involved.

2. To ensure that the Working Activities are clearly and carefully carried out, the parties will, after mutual consultation, define procedures, protocols and working instructions and, after both parties have approved these in writing, they will all form part of the Agreement.
3. The Client authorises the Supplier to receive and receive from the social security regulatory bodies, including the CWI (Centrale Organisatie voor Werk en Inkomen - Central Organisation for Work and Incomes) and the UWV Uitvoeringsinstituut Werknemersverzekeringen - Institute for Employee Benefit Schemes), all information that might be necessary for the rehabilitation of the Client.
4. If the Client fails to co-operate with respect to the previous paragraph, the Supplier is entitled to terminate the Agreement, with immediate effect, by means of a registered letter, whereby the Client will owe the Supplier the costs of any Working Activities that have already been carried out.
5. The Supplier is responsible for maintaining the (legally) required certificates and will inform the Client in good time in the event of changes to or the retraction of the required certification and/or ministerial authorisations.
6. The Client declares that its Employees and/or Employees' representatives concur with the agreed Working Activities, insofar as works council and/or occupational health legislation requires this.
7. The Client will give the Supplier insight into the manner in which the Client complies with its obligations according to works council legislation pertaining to safety, health or wellness at work.
8. At the request of the Client the Supplier is prepared to co-operate with and/or make a proposal for the compilation of a co-operation protocol governing the mutual co-operation and communication with the Client's employee-participation bodies pertaining to the establishment, change or retraction of regulations pertaining to safety, health or wellness at work.
9. The parties have provided each other with all the necessary information and will provide all information that is, or could be, of importance, whereby the parties either know or should know that they should take this information into account before deciding whether or not to enter into an Agreement.
10. The information alluded to in the previous paragraph also extends to information pertaining to the company, its possible subsidiaries, auxiliary persons, subcontractors, as well as suppliers of the Client and Supplier respectively.

### Article 18 Intellectual property rights.

1. All intellectual property rights (copyrights) of the results of the Working Activities outsourced by the Client to the Supplier remain the property of the Supplier.
2. Insofar as carrying out the Order or the Working Activities might lead to patentable results, the Client has the right to apply for the relevant patent in its own name and at its own cost.
3. The parties will continuously inform one another about:
  - a. the possibility that patentable material has been created
  - b. whether a patent application has been filed
  - c. the content of such an application
4. Above all, if patent applications are filed, the parties will give one another all the necessary support.

5. If, within a period of 6 (six) months after reporting the possibility of applying for a patent, as is meant in paragraph 2, the Client has not informed the Supplier in writing of its intention to exercise this right, the right to apply for the patent will be transferred to the Supplier. The Supplier will hereby take into account the obligation outlined in article 16 of these General Terms and Agreements.
6. Documents, reports, drawings and other material resources associated with and generated by the Working Activities, or those that are given to the Supplier by the Client, remain the property of the Client.
7. The Supplier will ensure that the results of the Working Activities required by the Client and the use, by which is understood to be the resale, of resources provided by the Supplier or working aids purchased or manufactured by the Supplier for the benefit of the Client, will not breach patent rights, brand rights, model rights, copyrights, or any other rights of third parties.
8. The Supplier indemnifies the Client from the claims of third parties emanating from or associated with any form of breach of the rights alluded to in the previous paragraph, providing that the Client informs the Supplier of such a breach within a reasonable period of time and gives the Supplier complete control over any defence and negotiation pertaining to such a possible breach.
9. If the Client is no longer able to use one of the results of the Working Activities because doing so would constitute the breach of the intellectual property rights of a third party, the Supplier will, at its own cost and for the benefit of the Client, obtain an unlimited license, without detracting from the Client's right to compensation for any losses it might have incurred.

### **Article 19 Dossier management/rights of perusal and/or rights of use**

1. Within the framework of the agreed Working Activities, the Supplier will maintain dossiers and, wherever applicable, medical and occupational health dossiers, on any Employees who are examined and/or who it maintains contact with by any other means.
2. The processing of all personal information, whether or not it is of a medical nature or forms part of the Supplier's administrative system, is subject to privacy guidelines in accordance with the Wet Bescherming Persoonsgegevens (WBP - Personal Data Protection Act). All systems used by the Supplier for processing such personal information are registered at the College Bescherming Persoonsgegevens (Dutch Data Protection Authority), as is meant in Article 51 of the WBP. If a separate privacy arrangement is not available, the corresponding arrangement will be incorporated in the quality requirements that apply to the legal entity or entities and companies affiliated to the Supplier.
3. In addition to the Supplier, only the Employee or the Client in a personal context and not in its role as an employer are entitled to peruse this dossier. In its role as an employer the Client only has the right to peruse the dossier if it has written authorisation from the Employee that applies to the specific situation in hand, or on the strength of a legal ruling.
4. The expert (or experts) appointed by the Supplier is (are) only permitted to furnish the Client with information about the Employee if the Employee's express permission

is received, and only then on the proviso that the professional guidelines governing the expert's or experts' conduct permit the disclosure of such information.

5. The Client has full and free access to the results of an Order, as provided by the Supplier to the Client, with the exception of those results that involve the Employee's private life, as described in the Supplier's privacy guidelines. If agreement about confidentiality is reached on information/results that do not involve the Employee's private life, the rights of the Client only extend to that period in which the Supplier is obliged to observe confidentiality, excluding what is outlined in the previous sentence. During the period in which the Supplier is obliged to observe confidentiality, the Supplier is entitled to use the results of the Order or Working Activities exclusively for itself.
6. If the Agreement is/will be terminated, the Client is entitled to request that the Supplier transfers the dossiers to the provider of similar services, for an amount payable per Employee dossier that is in accordance with the Supplier's regular tariffs, and on condition that written permission is obtained from the Employees in question.

### **Article 20 Transfer**

1. Without the prior written permission of the other party to the Agreement, which, without reasonable grounds, cannot be withheld, none of the parties bound by the Agreement is entitled to transfer rights or obligations pertaining to the Agreement or its execution, to a third party, either in part or completely, and whether by means of sub-contracting or the temporary engagement of personnel. In the event of partial transfer, the final responsibility remains with the Supplier.
2. The term "third parties" does not include companies and enterprises, and their Employees, affiliated to the Supplier.
3. Insofar as this is not stated otherwise in the Agreement, the Agreement will be carried out under the responsibility, leadership and supervision of the Supplier.
4. The permission obtained from a party, as is referred to earlier, does not discharge the other party from the obligations placed on it by the Agreement.

### **Article 21 Disputes**

1. The parties agree that they will try to solve any disputes that arise from the Agreement, or any supplementary agreements and/or arrangements, through negotiation. If, at first, the parties do not manage to negotiate a mutually acceptable solution, they will try to solve the dispute that has arisen between them with the aid of mediation, in accordance with the guidelines laid down by the Rotterdam-based Stichting Nederlands Mediation Instituut (NMI Netherlands Mediation Institute), as these apply on the date that the mediation process begins.
2. If the other party does not want to or is unable to co-operate with the mediation process, as is alluded to in paragraph 1, or if it transpires that it is impossible to solve the dispute as is meant above through mediation, both parties have the option of presenting their case before the authorised magistrate in Haarlem.
3. These General Terms and Conditions, and all rights, obligations, offers, and arrangements that these General Terms and Conditions apply to, are subject exclusively to Dutch law.

- All disputes between parties that arise within the context of the Agreement or additional agreements that ensue from it and that cannot be solved by the provisions in paragraph 1 and/or 2, and provided they fall within the competence of the court will, by exclusion, be presented to the authorised magistrate in Haarlem

### Article 22 Evidence

Requests or messages relayed by the parties electronically, digitally or in writing have the same evidential value.

### Article 23 Complaints

- The Supplier has a procedure for flagging up parties' Complaints and compliments (at an early stage), so that possible corrective measures can be implemented and the careful processing of these Complaints and compliments can be guaranteed. Its referral and application, for the purpose of submitting Complaints and compliments by the Client and its Employees, is laid down in a separate working agreement.
- If a business unit or legal entity and/or company affiliated to the Supplier adheres to a different Complaints processing system or procedure then this system or procedure will prevail over the general processing system or procedure outlined in paragraph a.
- The Supplier does not have to process the Complaint or compliment if it relates to behaviour and/or a remark that took place or was made more than a year before the Complaint or compliment was submitted.
- The Complaint or compliment should be processed by the Supplier within a period of 8 (eight) weeks after the receipt of the Complaint or compliment.
- If deemed relevant, the submitter of the Complaint or compliment will be informed in writing about the findings into the investigation of the Complaint or compliment, along with possible further measures that are or will be implemented on the basis of these findings.

### Article 24 Housekeeping

The parties and their Employees are obliged to adhere to the "housekeeping" rules while on other parties' premises. The parties are responsible for ensuring their Employees conform to this stipulation.

### Article 25 Closing provisions

- Changes or additions to the Agreement are only applicable if they are agreed to, in writing, by the parties.
- Announcements pertaining to the Agreement will always be made in writing (which includes telefax and e-mails).
- Announcements will only be effective if they are directed at the relevant persons and addresses.
- The Agreement or offer contains all incorporated provisions and appendices that pertain to the Agreement.
- If agreements pertaining to the Working Activities, as are defined in the appendices and/or working agreements, deviate from or contradict the provisions in the Agreement, then the provisions in the appendices will prevail.
- If the Agreement deviates from or contradicts the General Terms and Conditions or an offer, then the provisions in the Agreement or offer will prevail.
- If the provisions in the Agreement or the appendices deviate from announcements in mailings and leaflets and brochures, then the provisions in the Agreement or appendices will prevail.

### Article 26 General

Further working agreements, defined procedures, protocols and working instructions notwithstanding, the Agreement, including its appendices, contains all agreements and arrangements between the parties pertaining to the Working Activities and supersedes all previous agreements.

### Article 27 Location, version and interpretation

- The last-registered version and/or the version that was effective when an Agreement came into being, will prevail.
- These General Terms and Conditions are registered at the Amsterdam Chamber of Commerce.
- When it comes to the interpretation of the content and scope of these General Terms and Conditions, the Dutch text will always prevail.

These General Terms and Conditions (version 1.1) were registered at the Amsterdam Chamber of Commerce under number 34091331 on 5 November 2004 and revised on 1 June 2005, in conjunction with the company's change of name from KLM Arbo Services to KLM Health Services. They are applicable to agreements extended or entered into with the Supplier after that date.

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