

GENERAL PURCHASING AND (SUB-)CONTRACTING CONDITIONS 2021
of (name company) in (place of establishment company) @Vereniging ION

Article 1: Applicability

- 1.1. Client is the natural or legal person applying these purchasing conditions. The counterpart is referred to as contractor. By its work he is also intended in these conditions the provision of services.
- 1.2. Articles 1 to 24 of these conditions are applicable to all offers made to client and to all agreements concluded with client and to all agreements that may be the result thereof. If such offers or agreements regard the (sub-)contracting of work and/or the provision of services, then the articles 25 to 33 of these conditions are applicable in addition.
- 1.3. Derogations from these general purchasing and (sub-)contracting conditions only apply if confirmed in writing by client to contractor.
- 1.4. In case of conflict between the content of the agreement concluded between client and contractor and the present terms and conditions, the provisions from the agreement prevail.

Article 2: Costs of offers

- 2.1. Any possible costs of offers associated with the making of offers or price quotations, also including the costs of advice, drawing activities and the likes by or on behalf of contractor are not compensated by client.

Article 3: Delivery time and sanctions

- 3.1. A delivery time or implementation period submitted is a strict time limit. Through the overruning of the delivery time or implementation period, Contractor falls into default legally. As soon as contractor knows, or should know, that the agreement will not, will not timely, or will not properly be implemented, he reports this immediately to client.
- 3.2. Contractor is liable for all damage that client incurs due to the overruning of the delivery time or implementation period, as intended in article 3.1.
- 3.3. For each day's delay in the delivery time or implementation period, contractor forfeits to client an immediately payable fine of € 1,000 per day. This fine can be claimed on grounds of the law in addition to compensation of damages.

Article 4: Prices

- 4.1. The prices listed in the offer are based on delivery as intended in article 5.1.
- 4.2. All prices are expressed in Euros, are fixed, exclusive of VAT, and include all costs of proper packaging.
- 4.3. Any possible increase of factors that determine costs is borne by contractor, regardless of the period between conclusion of the agreement and the implementation thereof.

Article 5: Delivery and risk transfer

- 5.1. Delivery takes place at the moment that contractor unloads and makes available the matter at the business location of client. Until such time, Contractor bears, among other things, the risk of the matter regarding storage, loading, transport and unloading. Contractor is obligated to take out insurance against these risks at own expense.
- 5.2. Client and contractor can establish that client takes care of transport. The risk of matters such as storage, loading, transport, and unloading lies with contractor in such case as well. Contractor can take out insurance against such risks.
- 5.3. If the matters are picked up by or on behalf of client, contractor must provide assistance for loading and unloading. In that case, contractor will be liable for the matters and/or the work (being implemented) is/are sound.
- 5.4. In case client pays (a part of) the price before he has delivered the matters, the property of the matters and all materials, raw material, and semi-finished products that the payment is in regard to is transferred to client.

Article 6: Inspection and verification

- 6.1. Client has the right at all times to inspect or test the ordered or delivered matters and/or the work (being implemented). In that case, contractor will procure such facilities as may reasonably be required for the purpose.
- 6.2. Client is not obliged at any time to inspect or test the ordered or delivered matters and/or the work (being implemented) and may assume that the ordered or delivered matters and/or the work (being implemented) is/are sound.
- 6.3. The costs of the inspection referred to in article 6.1 are borne by contractor if these matters or the work are rejected. Inspection or approval does not relieve contractor of any warranty or liability as such flow from the present conditions, the agreement, or the law.

Article 7: Rejection

- 7.1. If matters delivered by contractor and/or the delivered work do/does not correspond with the agreement, client has the right to reject such. Receipt of the matters or payment of the matters or the work does not constitute the acceptance thereof.
- 7.2. Client rejects the delivered matters and/or the work, contractor is obliged within a term to be determined by client to:
 - take care of the removal of charges, or, at the option of client;
 - take care of the replacement free of charges of the matters and/or (having) the work implemented in correspondence with the agreement still.
- 7.3. If contractor does not comply within the term established or not satisfactorily with his obligation from article 7.2, client has the right to replace the matters intended in article 7.2 or (have) them restored at the expense of contractor, or to carry out the activities intended in article 7.2 himself or to have them conducted by a third party.

Article 8: Rights of Intellectual Property

- 8.1. By Intellectual property rights are intended, e.g., copyrights, databank rights, model rights, brand rights, patents, topographies, or the entitlement to acquire these intellectual property rights through application, deposit, registration, or otherwise.
- 8.2. Intellectual property rights in the work are all intellectual property rights that the work, the performance, the matters are subject to, as well as the tools such as drawings, models, moulds, dies, and equipment, realised upon or for the purpose of the implementation of the agreement between contractor and client.
- 8.3. All Intellectual property rights to the work fall to client. Client is designated respectively as the creator, designer, or inventor of the works realised in the context of the agreement. For this reason, client has the exclusive right to apply for or to register the work. If the work (also) consists of intellectual property rights already in existence, then contractor presently transfers these rights, to the extent possible, already to client for such case and upon first request of client he will carry out additional actions as may be required for the transfer without delay.
- 8.4. For (the transfer of) the Intellectual property rights, client does not owe any compensation to contractor.
- 8.5. Contractor waives the personality rights indicated in article 25, section 1 under a and c of the Dutch Copyright Act of 1912. To the extent it regards modifications to the work, the matters, or the naming thereof, contractor in addition waives the personality rights indicated in article 25, section 1 under b and d of said 'Auteurswet'. Contractor will not appeal to the authority granted in article 25 section 4 of copyrights law 'Auteurswet'.
- 8.6. Contractor guarantees that the matters to be delivered by him to client, the activities to be conducted, and the intellectual property rights to the work do not violate third-party rights, also including rights of intellectual property, and safeguards client against all claims on such account. Contractor will compensate client for all damage that is of the consequence of any violation, also including the (entire) costs of defence.

Article 9: Source code and user license computer software

- 9.1. If the performance to be conducted by contractor (also) consists of the delivery of computer software that was developed especially for client, contractor hands over the source code to client.
- 9.2. If the performance to be conducted by contractor consist of the delivery of computer software that was not developed especially for client, client acquires - in derogation to article 8.3 - a non-exclusive, worldwide and perpetual user license to that part of the computer software for the purpose of the normal use and proper functioning of the matter. If on the other hand a part of the computer software was developed especially for client, articles 8 and 9.1 fully apply for that part. It is permitted to the client to transfer the license or to issue a sub-license. Upon the sale of the matter by client to a third party, the license is legally transferred to the acquirer of the matter.
- 9.3. To obtain the source code as intended in article 9.1 or the user license as intended in article 9.2, client does not owe any compensation to contractor.

Article 10: Confidentiality and non-solicitation clause

- 10.1. All information provided to contractor by or in name of client (such as models, design data, pictures, drawings, and other documents, etc.) of any nature and in any form whatsoever, are confidential and will not be used by contractor for any other purpose than to implement the agreement.
- 10.2. The information indicated in article 10.1 will not be disclosed or multiplied by contractor.
- 10.3. Contractor will not provide any price quotations or offers in any manner, either directly or indirectly, to the client of that, that regards the matter or the work that is the object of the agreement between client and contractor.

Article 11: Sanctions

- 11.1. Upon violation of article 9 or article 10, contractor owes an immediately payable fine per violation of € 25,000. This fine can be claimed, in addition to compensation of damages, on grounds of the law.

Article 12: Tools

- 12.1. All tools, such as drawings, models, moulds, dies, and equipment that are provided by client to the contractor for the implementation of an agreement or that contractor has made or has had made especially in the context of the agreement with client remain or become the property of client under all circumstances, regardless of whether they were paid for or not.
- 12.2. All tools and all copies created thereof must upon first request be provided to client or returned to client.
- 12.3. For as long as contractor has the tools under his control, contractor must provide them with an indelible mark that indicates that they are the property of client. Contractor will point out the property title of client to third parties that want to claim these tools.
- 12.4. Without prejudice to what is established in article 10 in this article these conditions, contractor will only use the tools intended in this article to carry out deliveries and activities for the benefit of client and will not show these to third parties, unless client has granted express written permission for this. Contractor bears the risk of the going missing or for damaging and is obliged to insure this risk at own expense.

Article 13: Liability

- 13.1. Contractor is liable for all damage, including fines that have arisen due to a shortcoming or unlawful act of contractor.
- 13.2. Contractor safeguards client against all third-party claims for the compensation of damage, including fines, as intended in article 13.1.
- 13.3. Contractor is obliged to insure himself adequately against any possible damage that client incurs due to a shortcoming or unlawful act of contractor or third parties deployed by him. Upon first request of client, contractor presents copies of the relevant policy and proofs of the payment of fees.

Article 15: Cancellation or annulment of the agreement

- 15.1. Client is authorised at all times to cancel or annul the agreement with immediate effect against payment of a fee in the amount of the costs effectively incurred by contractor and a reasonable profit margin. The burden of proof for costs incurred and a reasonable profit margin lies with contractor.

Article 16: Warranty

- 16.1. Contractor guarantees the proper implementation of the established performance for a period of (fill out number) months after commissioning.
- 16.2. In case the delivered matters or the work has/have not been commissioned within (fill out number) months after delivery, the warranty is effective for a period of (fill out quantity) months after delivery.
- 16.3. If the established performance is not sound/have not been performed properly, contractor will conduct the performance properly still without delay, whereby client chooses between restoral or replacement, without prejudice to all other rights that fall to client on grounds of the law.
- 16.4. Contractor bears all costs that are associated with the restoral of the defect, or the replacement of the matters and/or the work. Included therein as well are the costs for the commissioning of the matters and/or the work after the restoral or replacement referred to. If the matters and/or the work are part of a larger object, also the costs for the commissioning of that larger object are borne by contractor.
- 16.5. If contractor is in default with respect to complying with his warranty obligation, client has the right on expense of contractor to (let) carry out the warranty activities himself.

Article 17: Payment

- 17.1. Payment occurs within 30 days after invoice date, unless established otherwise.
- 17.2. In case of payment in advance or in instalments, client has the right to demand of contractor that he lodges security for compliance that is sufficient in the opinion of client. If contractor does not fulfil this obligation within the term set in article 17.1, contractor is liable for the damage that is the result of rescinding the agreement and to claim his damage from contractor.

Article 18: Health and safety

- 18.1. Contractor observes the European 'Reach' regulation no. 1907/2006 of 18 December 2006 regarding the registration, evaluation, authorisation, and restriction of chemical substances, as well as European Regulation (EC) no. 1272/2008 regarding the classification, labelling, and packaging of substances and mixtures.
- 18.2. When using a chemical substance, contractor will comply with the requirements prescribed by the 'Reach' regulation in that context, including:
 - a. take timely care of the registration of the substance with the European Chemicals Agency;
 - b. only deliver and use those substances that have been properly authorised for the use of the substance intended by client;
 - observe the measures as imposed in the 'Reach' regulation.

- 18.3. Contractor will comply with the requirements of the 'Reach' regulation with respect to the substance (such as a prohibition of the use of a substance) and of any possible alternative substances.
- 18.4. Contractor will deliver the substance packaged as prescribed by the Globally Harmonized System of Classification and Labelling of Chemicals (GHS). The delivery must be provided with accompanying product information and with due regard for the requirements concerning in the 'Reach' regulation.
- 18.5. If contractor uses 'Reach' substances such, the contractor must supply the associated safety information sheet. This safety information sheet must meet the requirements from 'Reach', regardless of the origins of the product. For volumes above 10 tons, a so-called 'extended safety data sheet' (eSDS) is required.
- 18.6. Contractor is obliged to inform client if SVHC substances (being substances with a high risk; 'substances of very high concern' as defined in the regulation) above a concentration of 0.1% ww (weight by weight) are present.
- 18.7. If contractor wants to alter ingredients and/or technical characteristics of the substance, or the delivery or the use of the substance itself, contractor announces such an alteration at least 6 months in advance to client.
- 18.8. Contractor safeguards client against, and indemnifies client for, all claims and fines of third parties in connection with violations of the rules from 'Reach' and/or EU-GHS, also including the costs of defence.

Article 19: No setoffs and suspension by contractor

- 19.1. The right of contractor to set off such claims as he may have on client or to suspend compliance with his obligations is excluded, unless in case suspension of payments or bankruptcy of client or legal debt restructuring is applicable to client.

Article 20: Transfer of property in advance

- 20.1. Upon first request of client, contractor is obliged to transfer the property of the matters to be delivered, or the materials, parts and/or construction parts from which the matters will be assembled and/or have been assembled in advance to client. Contractor will carry out all additional actions required for this transfer without delay.

Article 21: Prohibition of right of retention

- 21.1. It is not permitted to contractor to exercise a right of retention on matters of client he has under his control on any account whatsoever.
- 21.2. Upon violation of what is established in this article, contractor owes an immediately payable fine of € 250 per day with a maximum of € 25,000. This fine can be claimed in addition to compensation of damages on grounds of the law.

Article 22: Setoff and suspension by client

- 22.1. Client is authorised to set off such debts as he may have to contractor against:
 - a. claims of contractor on client;
 - b. claims of enterprises affiliated with client on contractor;
 - c. claims on enterprises affiliated with contractor.
- 22.2. Client is furthermore authorised to set of his claims on contractor against debts of enterprises affiliated with client to contractor.

- 22.3. By affiliated enterprises as intended in this article are understood the enterprises that belong to the same group, in the sense of article 2:24b BW (Civil Code), and a participation in the sense of article 2:24c BW.
- 22.4. Contractor does not comply with his obligations, client may suspend his payment obligation until contractor has fulfilled his obligations.

Article 23: Transfer and pawning of claims

- 23.1. Contractor cannot transfer or pawn claims that flow from the agreement with client. This clause has effect in the field of property law.

Article 24: Applicable law and competent court

- 24.1. Netherlands law applies to the agreement.
- 24.2. The Vienna Commercial Convention Weens (C.I.S.G.) is not applicable, as aren't any other international arrangements the exclusion of which is permitted.
- 24.3. The Netherlands civil court that is competent in the place of establishment of the client hears disputes, unless this is in conflict with mandatory law. Client may derogate from this competence rule and apply the legal rules for competence.

(SUB-)CONTRACTING/SERVICES

Article 25: Prohibition of further sub-contracting and the hiring of temporary staff

- 25.1. Without the prior written consent of client, contractor may not outsource the work or parts thereof to a different party or hire temporary staff for the implementation of (parts of) it.
- 25.2. If client grants permission for outsourcing or the hiring of temporary staff, what is established in articles 26, 27, and 28 applies in any event. Contractor is obliged in addition to impose what is established in these articles on his contracting party and to stipulate as well that this contracting party stipulates these obligations fully in agreements it enters into for the purpose of the implementation of (parts of) the work.

Article 26: Perpetual liability in case of sub-contracting

- 26.1. If perpetual liability for payroll taxes applies in case of sub-contracting, contractor is obliged to have a shielded bank account and upon first request of client provide a copy of the agreement for the original shielded 'g'-account to client.
- 26.2. Client always has the right to pay the established part of an invoice amount to contractor by way of bank transfer to his shielded 'g'-account. If no part was established beforehand, then client determines himself what part of the invoice amounts he will deposit on the 'g'-account. Each deposit on the 'g'-account by client counts as a liberatory payment vis-a-vis contractor.
- 26.3. Contractor is obliged to provide client every three months with a new, original statement issued by the tax office 'de Belastingdienst' regarding payment behaviour.
- 26.4. Sub-contractor is obliged before the start of the activities to supply the following information in writing for all employees to be (directly or indirectly) deployed:
 - a. Name, address and place of residence;
 - b. Date of birth;
 - c. Social security number (BSN);
 - d. Nationality;
 - e. Type of ID, number and term of validity;
 - f. A1 statement, residence permit, work permit and on-line registration with the economic department 'Sociale Zaken en Werkgelegenheid', if applicable.
- 26.5. Workers - being all persons who will carry out work - must prior to and during the activities carry an original and valid ID and - to the extent applicable - residence documents, work permits and A1 statements on them for the purpose of control(s) to be conducted by client. Client is authorised to send a worker who is not compliant herewith access to the location where the activities are conducted or to send away the worker from this location. Contractor is liable for all damage that is the result of this.
- 26.6. Contractor must organise his administration in such a manner that the following documents or data can be found therein practically immediately:
 - the agreement or the content thereof on grounds of which he has conducted the performance delivered to client;
 - the information regarding compliance with that agreement, including registration of the persons who have carried out work and the days and hours that those persons have carried out activities;
 - the payments that have been made in connection with said agreement.
- 26.7. In case of the bankruptcy of contractor, client has the right to enforce his present obligations until client has received a statement from the tax office 'de Belastingdienst' evincing it, and up to what amount, he is held accountable for payroll taxes and VAT left unpaid by contractor. The amount that client must pay to the tax office may be deducted by client from what he may still owe to contractor.
- 26.8. Contractor is obliged upon first request of client to immediately provide all information that client deems necessary for his administration or his client.

- 26.9. Workers - being all persons who will carry out work - must prior to and during the activities carry an original and valid ID and - to the extent applicable - residence documents, work permits and A1 statements on them for the purpose of control(s) to be conducted by client. Client is authorised to send a worker who is not compliant herewith access to the location where the activities are conducted or to send away the worker from this location. Contractor is liable for all damage that is the result of this.

Article 27: Invoicing

- 27.1. The invoices of contractor must meet the requirements from article 35a of the law on sales tax 'Wet op de Omzetbelasting 1968'. In addition, contractor must also meet the requirements from a clear and organised fashion:
 - a. the date of issuance;
 - b. a successive number, with one or more series, so that the invoice can easily be identified;
 - c. the name and the address of client;
 - d. the name and the address of contractor;
 - e. whether the reverse charge system regarding sales tax is applicable or not and in the latter case the amount of the sales tax;
 - f. the VAT-ID number of contractor;
 - g. the VAT-ID number of client, if the VAT disbursement has been deferred to client;
 - h. the invoice amounts, split up for each rate and successively subdivided in unit price and the discounts applied;
 - i. the number or reference, if available, of the agreement for which contractor has carried out the invoiced performance(s);
 - j. The period(s) of time in which that/those performance(s) were conducted;
 - k. the name or reference of the work that the payment is in regard to;
 - l. if applicable: the number of the shielded bank account 'g'-rekening of contractor;
 - m. the scope of the payroll costs and (separately) the percentage of payroll taxes on the amount of the wages.
- 27.2. Contractor must attach a specification of the hours worked to each invoice. With regard to employees deployed, the specification must include at least the initial(s), last name, and the date of birth of these employees and the days and hours that these employees have carried out activities. Contractor must also present a document evincing that he is entitled to payment, such as, for example, a signed performance slip.
- 27.3. Client will only pay invoices after the work, or the part that an instalment payment is in regard to, has been approved by him and the invoices in addition meet the requirements from this article.

Article 28: Hiring of temporary staff by contractor

- 28.1. If contractor hires temporary staff for the implementation of the work, he is obligated to comply with the following provisions:
 - Contractor deposits 25% of each invoice amount (including VAT) on the shielded bank account 'g'-rekening of the company providing the staff. In case of the deferral of VAT this amount is 20%.
 - Contractor must for each payment indicate the invoice number and other possible identifying information for the invoice;
 - The administration of contractor must immediately provide insight into the data regarding the hiring of staff, the man-hour records, and the payments;
 - The social security numbers (BSNs) of the employees hired temporarily must be known to contractor;
 - Contractor must be able to demonstrate the identity of the employees hired temporarily and the presence of any possible residence- or work permits.
- 28.2. Contractor may only hire temporary staff of a company that is compliant with the NEN 4400-1 or NEN 4400-2 standard and is included in the register of labour regulation institute 'Stichting Normering Arbeid' (SNA).
- 28.3. Contractor is obliged to establish with the company providing temporary staff that the latter must state on invoices:

- The number or reference of the agreement that the invoice applies to;
- The period or periods of time that the invoice applies to;
- The description or the reference of the work that the invoice applies to.

Article 29: Safeguard payroll taxes and VAT

- 29.1. Contractor safeguards client against claims by tax office 'de Belastingdienst' or social security agency UWV in connection with: a. wage taxes and social security contributions not paid by client; b. payroll taxes (wage taxes and social security contributions) and VAT not paid by contractor;
- c. payroll taxes not paid by all parties to which (parts of) the work has been outsourced;
- d. payroll taxes and VAT not paid by all parties from which staff was temporarily hired for the implementation of (parts of) the work. Contractor will in particular upon first request of client immediately refund the following costs to him on the bank account number indicated by him:
 - the total lawyer's costs of client that are related to legal measures of the competent authorities to the charge of client, to the extent such legal measures are related to what is established in article 29.1;
 - All other costs that are related to legal measures as described under article 29.1 sub a, also including court fees and the costs of experts;
 - The costs of everything that client may possibly be sentenced to pay to the competent authorities in connection with what is established in article 29.1 and the ruling on which is enforceable.
- 29.2. Other costs related to what is established in article 29.1 and that fall to the charge of client.
- 29.3. Client may set off what contractor must pay him on grounds of article 29.1 and/or 29.2 against what he still owes contractor as well on any account whatsoever.

Article 30: Perpetual liability for wages (law against fraudulent constructions 'Wet aanpak schijnconstructies')

- 30.1. Contractor is obliged to:
 - a. comply upon the implementation of the work with effective legislation and regulations and such union contract 'CAO' as may be applicable;
 - b. to establish all arrangements on employment conditions for the purpose of the implementation of the work in a clear and transparent manner;
 - c. upon request grant competent authorities access to these arrangements regarding employment conditions and to cooperate with contractors, audits, or wage valuation;
 - d. upon request grant access to client to these arrangements on employment conditions if he deems this necessary in connection with the prevention of or the handling of a wage claim regarding work conducted for the purpose of the implementation of the work.
- 30.2. If contractor violates the obligations from this article, this confers the right to client - following default notice - to rescind the agreement entirely or in part.
- 30.3. Contractor safeguards client against claims by employees on grounds of article 2:761a and 7:616b BW (Civil Code) for non-payment of the wages owed.
- 30.4. In case contractor outsources (parts of) the work, he is obligated to impose the obligations listed in article 30.1 on the party to which (parts of) the work is/is being outsourced and to stipulate as well that the deployed third party stipulates these obligations in full in agreements it enters into for the purpose of the implementation of (parts of) the work.

Article 31: Organisation of the work

- 31.1. The contractor is obliged to follow exclusively the orders and instructions provided by client.
- 31.2. Client has the authority to deny workers of contractor access to the work or to (let) remove them, for example on account of unfitness, the disruption of order, misconduct, etc., without any further compensation of such damage as contractor may incur as a result thereof.
- 31.3. The working and resting hours on the job and the resting days, holidays, vacation or other days off recognised generally or at the location of the work by the authorities or pursuant to the union contract 'CAO', also apply for contractor and his workers who carry out activities on the job. Any damage as may result therefrom for contractor cannot be claimed from client. The latter also applies if due to strikes or other causes at client or third parties, the services of contractor cannot be made use of.
- 31.4. Unless established otherwise, contractor must sure that the start of the activities through the delivery thereof make sure that a fixed overster is in place on the job, with whom both organisational and technical arrangements can be made. His name must be known to the persons or agencies designated by client.
- 31.5. Contractor must provide the contractor with the correct personal protective gear and monitor the correct use thereof. All resulting costs are borne by contractor.

- 31.6. Contractor must take care of such staffing that the implementation of the activities is completely adapted to the planning established by client and must be such that other activities do not stagnate. In case client changes the planning/progress, contractor is obliged to adapt accordingly. Changes to staffing are only permitted after the consent of client.
- 31.7. If contractor is included in the CAR insurance policy of client or of his client and damage occurs that was caused by contractor, then contractor must refund the deductible, the uncovered damage, and client.
- 31.8. Contractor is obligated to make sure that material that can be qualified as a motor vehicle (subject to vehicle liability 'WAM') is adequately insured. The work risk must be insured as well. In addition, contractor must also have taken out an adequate insurance for the risk of damage that occurs through or in connection with the use of other material deployed by contractor.
- 31.9. With regard to cables, conduits, and other third-party property above and underground, contractor remains obliged at all times to take care of the localisation of the positioning. Contractor must immediately inform client of any possible damage.
- 31.10. Material required such as scaffolding, cherry pickers, hoisting equipment and small material, also including hand tools, measuring instruments, mobile scaffolds, ladders, steps, etc. are procured by contractor and are included in the total price.
- 31.11. If activities must be conducted on or to parts of the work that were already finished, such as plastered walls, tiling, painting, etc., contractor must take protective measures to prevent damaging and/or soiling. Damaging and/or soiling that is identified after or during the work is deemed to have been caused by contractor.
- 31.12. After termination of the activities, contractor must deliver the work swept clean and leave the construction site behind clean.

Article 32: Work permits

- 32.1. Contractor is obliged to strictly observe the provisions from the law on work by foreigner 'Wet arbeid vreemdelingen' (in the following: 'Wav'). Contractor may only have persons carry out work on the job who are in possession of all documents and permits required, also including the work permits or combined permits for residence and work.
- 32.2. Contractor will safeguard client against all claims by third parties, including, for example, fines from economics department 'Inspectie van Sociale Zaken en Werkgelegenheid', that are the result of violation by contractor of article 32.1.
- 32.3. If an administrative fine is imposed on client on account of his 'deliberate' or with gross fault not complying with the obligations from 'Wav', client is unable, in derogation to article 32.2, to claim this fine from contractor.

Article 33: Permits and safety measures

- 33.1. Contractor will at own expense procure the permits and safety measures that are required in connection with the deliveries to be conducted and the implementation of the work contracted by him.