General Terms and Conditions for Occupational Health Services

Language and Prevailing Version

This English version of the General Terms and Conditions is a translation of the original Dutch version. It is provided for convenience only. In the event of any discrepancy or inconsistency between the Dutch and English versions, the Dutch version prevails. The Contractor will not be liable for any errors or inaccuracies arising from this translation.

Applicable to services provided by, assignments granted to, or agreements entered into with:
VB Arbo B.V. (Chamber of Commerce no. 33062745), also trading as **ArboTeam B.V.** and/or
Zicht op BETER B.V. (Chamber of Commerce no. 17240024)

1. General

In these General Terms and Conditions the following definitions apply:

Client:	the natural or legal person who has commissioned the Contractor to perform services;
Contractor:	ArboTeam B.V., VB Arbo B.V., Zicht op BETER B.V., or their affiliated or associated companies, or the natural or legal person who has received an assignment from the Client to perform services, each individually and jointly;
Services:	all services commissioned or otherwise performed by the Contractor, in the broadest sense, including in any event the services described in the quotation, order confirmation or agreement;
Documents:	all items made available by the Client to the Contractor, including documents or data carriers, as well as all items produced by the Contractor in the context of the assignment, including documents or data carriers.

2. Applicability

1. All quotations, (order) confirmations, assignments, agreements, products and services between the Contractor on the one hand and the Client on the other hand are governed exclusively by these General Terms and Conditions, to the express exclusion of any other general terms and conditions. Acceptance of a quotation, offer, (order) confirmation or assignment confirmation, or the conclusion of an agreement, means that the Client has accepted the applicability of these General Terms and Conditions and waives any general terms and conditions of the Client, without any further legal act being required.
2. Amendments to these terms and conditions will only be valid if expressly confirmed in writing by the Contractor.
3. If one or more provisions of these General Terms and Conditions are deviated from, the remaining provisions remain fully in force.
4. If one or more provisions of these General Terms and Conditions or any other agreement conflict with any applicable legal provision, the relevant provision will become void and will be replaced by a new, legally permissible comparable provision to be determined by the Contractor.
5. The Client's general terms and conditions apply to agreements entered into with the Contractor only insofar as they do not conflict with these General Terms and Conditions. In case of doubt as to whether such a conflict exists, the Contractor's General Terms and Conditions prevail.

3. Trade Register

The authority to enter into obligations by representatives of the Contractor is set out in the Trade Register. Any exceeding of the powers of representation as stated in the Trade Register will not bind the Contractor and may not be invoked against the Contractor. Third parties are deemed to be aware of the powers of representation as recorded in the Trade Register.

4. Commencement and Duration of the Agreement

1. All offers and quotations are made without obligation and remain valid for one (1) month, unless stated otherwise. They are based on information provided by the Client at the time of the offer.
2. The quotation forms part of the agreement unless explicitly deviated from in it.
3. The agreement is concluded and enters into force at the moment the signed quotation, order confirmation or agreement has been received and countersigned by the Contractor, unless a different commencement date is agreed.
4. If the Client's acceptance contains reservations or amendments, the agreement will only be concluded once the Contractor has expressly confirmed acceptance of such deviations in writing.
5. Amendments to an agreement will only be valid if confirmed in writing by the Contractor.
6. Prices are exclusive of VAT and other government levies, unless stated otherwise.
7. The parties are free to prove the conclusion of the agreement by other means.
8. The agreement is entered into for a term of one (1) year and will be tacitly renewed for successive periods of one (1) year, unless the nature or scope of the assignment or the agreement provides otherwise.

5. Client Information

1. The Client will always provide the Contractor in a timely manner with all information and data that are useful and necessary for the proper performance of this agreement, and will provide all necessary cooperation. The Client is responsible for the use and application within its organisation of the software, equipment and similar items, as well as for control and security procedures and adequate system management.
2. If it has been agreed that the Client will make software, materials or data on data carriers available, these will meet the specifications required for the performance of the services.
3. If the information required for the performance of the agreement is not made available to the Contractor, not in time, not correctly, or not in accordance with the agreed arrangements, or if the Client otherwise fails to meet its obligations, the Contractor is in any event entitled to suspend performance of the agreement and to charge the resulting costs at its usual rates.
4. Upon request, and subject to statutory retention obligations, documents made available will be returned to the Client.

6. Performance of the Assignment

1. The services will comprise those specified in the quotation, order confirmation or agreement.
2. The Contractor determines the manner in which, and by which person, the assignment is carried out. Where possible, the Contractor will take into account timely and reasonable instructions from the Client regarding the performance of the assignment.
3. The advisors and other employees made available by the Contractor will, where applicable and where possible, perform their work in accordance with the professional code of their professional association, regardless of whether the Contractor or its employee is a member of that association, insofar as that code is generally regarded in society as containing generally accepted standards that a competent and skilled professional should observe in the performance of their work.
4. The Contractor will perform the agreement to the best of its ability and in accordance with professional standards and the state of scientific knowledge at that time.
5. If and insofar as proper performance of the agreement requires it, and insofar as this does not conflict with government regulations and/or specific agreements between the parties, the Contractor is entitled to have certain services performed by third parties, including affiliated companies such as sister, subsidiary or parent companies. These General Terms and Conditions are also stipulated for the benefit of such third parties. If the Contractor engages external experts, including occupational physicians, labour experts, reintegration agencies and similar parties, it will consult with the Client as far as possible in advance and will exercise due care in selecting the

relevant external expert(s). The Contractor is never liable for any (attributable) shortcomings of these external experts. Unless agreed otherwise, external experts are engaged in the name of and at the expense and risk of the Client. The costs of the external expert(s) will be invoiced directly to the Client or recharged to the Client, unless these costs are expressly included in the agreed rate or the agreed subscription fee.

6. In the situation referred to in the previous paragraph, the Contractor will remain responsible towards the Client for coordinating the performance of the services under the agreement. If a third party engaged by the Contractor in performing services for the Client fails to perform and is entitled to invoke force majeure towards the Contractor, the Contractor will also be entitled to invoke force majeure towards the Client.
7. The Contractor may perform, or have performed, additional services that have not been specifically agreed (such as obtaining medical information or engaging experts) if:
   a. in the Contractor's opinion, these services are reasonably necessary for the performance of the assignment;
   b. the need for them becomes apparent after the agreement has been concluded; and
   c. the Contractor informs the Client in writing of their nature and costs.
8. Sickness and recovery notifications will be submitted exclusively via the designated digital platform.
9. The Client will grant the Contractor's employees access to its premises and enable them to gain insight into the working conditions and the related business operations.
10. If employees of the Contractor or third parties engaged by the Contractor perform services at the Client's location, the Client will, free of charge, provide the facilities reasonably required by those employees or third parties, such as (where applicable) a workspace with telecommunications facilities and similar provisions. The Client will indemnify the Contractor and/or third parties engaged by the Contractor against any claims from third parties, including employees of the Client or third parties engaged by the Client, who suffer damage in connection with the performance of the agreement as a result of the Client's acts or omissions, the acts or omissions of third parties engaged by the Client, or unsafe situations within the Client's organisation.
11. The Contractor is entitled to amend the content of the services and/or the terms and conditions during the term of the agreement in the event of changes in statutory regulations, without this giving the Client a right to terminate the agreement early.

7. Confidentiality and Exclusivity

1. Each party undertakes to keep confidential all information of a confidential nature received from the other party before and after the conclusion of the agreement. Information will in any event be regarded as confidential if it has been designated as such by either party. Confidential information includes, in any case, the software and the data processed using the software. Each party will take all necessary precautionary measures to comply with the obligations set out in this article.
2. The Contractor is entitled to use aggregated and anonymised numerical results for statistical or comparative purposes, provided such results cannot be traced back to individual Clients.
3. Except as provided in the previous paragraph, the Contractor will not use information provided by the Client for purposes other than those for which it was obtained.
4. During the term of the agreement and for one (1) year after that, neither party will directly or indirectly employ or engage employees of the other party who were involved in the agreement.

8. Intellectual Property

1. All intellectual property rights relating to products and services delivered by or on behalf of the Contractor will vest in the Contractor. Documents provided by the Client remain the property of the Client.
2. Subject to Article 7, the Contractor may publish about the services performed.

3. The Contractor is not liable for infringement of third-party rights unless such infringement was known or should have been known at the time.
4. All Intellectual Property rights in the software made available for use by the Contractor and/or otherwise made available, or in other materials such as analyses, designs, documentation, reports, quotations and any preparatory materials thereof, vest exclusively in the Contractor or the Contractor's licensors. These Intellectual Property rights are expressly not transferred under this agreement. The Client acquires only usage rights in respect of these rights.
5. The Client is not permitted to remove, damage, erase or alter any indication relating to Intellectual Property rights from the software and/or materials supplied by the Contractor, including any indications regarding the confidential nature of the software and the obligation of confidentiality.
6. The Contractor or its licensors are entitled to take technical measures to protect the software (and the Intellectual Property rights in it). If the Contractor or its licensors have secured the software by means of technical protection, the Client is not permitted to remove, circumvent and/or bypass such protection.
7. The Client acknowledges that the software can only be used by logging in via the Internet, and that it is therefore not possible to make the software interoperable with other software used by the Client.
8. The Contractor will indemnify the Client against any (legal) claim based on the allegation that the software and/or materials infringe any intellectual or industrial property right applicable in the Netherlands, provided that the Client immediately informs the Contractor in writing of the existence and content of such (possible) claim, and that the Client leaves the handling of the dispute, including any settlements, entirely to the Contractor or its authorised licensors. For this purpose, the Client will provide the Contractor or the Contractor's authorised licensors with the necessary powers of attorney, information and cooperation to defend against such (legal) claims, if necessary in the name of the Client. This indemnification obligation will lapse to the extent that the relevant infringement is related to modifications (including those referred to in Articles 8.2 and 8.3 of these terms and conditions) made by the Client to the software or the materials supplied, or caused to be made by third parties.
9. If the software or the materials supplied by the Contractor infringe any intellectual or industrial property right of a third party, or if in the Contractor's opinion there is a significant risk that such infringement will occur, the Contractor will take back the supplied items against crediting of the acquisition costs, less a reasonable user fee, or will ensure that the Client can continue to use the supplied items, or other functionally equivalent software or materials to be supplied, without interruption.
10. Any other or further liability or indemnification obligation of the Contractor for infringement of third-party intellectual or industrial property rights is excluded. This includes, but is not limited to, the Contractor's liability and indemnification obligation for infringements caused by the use of the supplied software and/or materials in a form not modified by the Contractor, whether or not in combination with items or software not supplied or provided by the Contractor, or in any manner other than that for which the software and/or materials were developed or intended.

9. Force Majeure

1. Any (delivery) periods stated by the Contractor have been determined to the best of its knowledge on the basis of the information known to the Contractor at the time the agreement was concluded and will be observed as far as possible. Exceeding a stated (delivery) period does not place the Contractor in default. The Contractor is not bound by (delivery) periods that can no longer be met due to circumstances beyond its control that occur after the agreement has been concluded.
2. If the Contractor is unable to fulfil its obligations under the agreement, or is unable to do so on time or properly, due to a cause attributable to it, including but not limited to disruption of the normal course of business within its organization, those obligations will be suspended until such time as the Contractor is again able to fulfil them in the agreed manner.

3. If the situation referred to in paragraph 2 occurs, the Client is entitled to terminate the agreement in whole or in part with immediate effect by written notice.
4. If a situation of non-attributable non-performance occurs, the Contractor is entitled to suspend performance of the agreement or to terminate the agreement definitively. “Non-attributable non-performance” means any circumstance independent of the will of the parties and/or unforeseen or unforeseeable, as a result of which performance of the agreement can reasonably no longer be required from the Contractor by the other party, such as strikes, sickness absence of the Contractor’s staff for more than nine (9) days, transport difficulties, fire, government measures (including in any event import and export bans), quotas and business disruptions at the Contractor or its suppliers, involuntary disruptions or impediments that make performance of the agreement more expensive and/or more difficult, such as storm damage and/or natural disasters, as well as attributable non-performance by suppliers, as a result of which the Contractor can no longer fulfil its obligations towards the other party.
5. The Contractor is entitled to claim payment for the services performed in the execution of the relevant agreement before it became apparent that the circumstance constituting non-attributable non-performance had occurred.

10. Fees and Remuneration

1. Services will be provided at the rates specified in the agreement.
2. The Contractor may amend its rates during the term of the agreement. Written notice will be given at least one (1) month prior to the effective date. If a rate increase occurs within one month after conclusion of the agreement to the detriment of the Client, the Client may terminate the agreement within that month.
3. In exceptional circumstances, including mandatory statutory requirements, the Contractor may amend rates with immediate effect.
4. Rates for services provided outside the Netherlands will be based on the applicable hourly rates of the professionals engaged.
5. The Contractor is entitled to annually increase its rates and subscription fees as of 1 January in accordance with the NZa index, without granting the Client a right of interim termination.
6. The agreed services are provided as incidental services on the basis of the Contractor’s current rate list, unless it has been agreed that they will be provided at a subscription rate. Services for which a subscription rate has been agreed will be provided and invoiced as incidental services if:
   a. the agreed number of services within the subscription is exceeded; or
   b. the frequency of the services to be provided within the subscription is higher than agreed.
7. Incidental services will be invoiced to the employer retrospectively on the basis of the current rate list, or on the basis of another written agreement with the Client.
8. Subscription-based services must be explicitly stated in the quotation or order confirmation.
9. Services combined with an insurance agreement are deemed to be provided on a subscription basis.
10. Amendments to subscriptions are only valid if confirmed in writing by the Contractor, who may adjust rates accordingly.
11. The subscription fee will be invoiced annually in advance by the Contractor. If the services have been agreed in combination with entering into or continuing an insurance agreement, the subscription fee may be included in the insurance premium.
12. The Contractor is entitled, before the start of the services and during their performance, to suspend the performance of the services until such time as the Client has paid the Contractor an advance payment for the services to be performed, determined in accordance with reasonableness and fairness, or has provided security for such payment.
13. The Contractor’s remuneration is not dependent on the outcome of the assignment.
14. Fees, including disbursements and third-party costs, are invoiced monthly, quarterly, annually or upon completion, inclusive of VAT where applicable.

11. Invoicing and Payment

1. Invoicing will take place retrospectively, interim or in advance as agreed.
2. In the event of interim termination, delivered but unpaid services will be invoiced immediately.
3. Payment of the invoice amount by the Client must be made within fourteen (14) days of the invoice date, in euros, by transfer to a bank account designated by the Contractor and, insofar as the payment relates to services, without any right to a discount or set-off.
4. If the Client fails to pay within the above-mentioned period, or within any other agreed period, the Client will be in default automatically and the Contractor is entitled, without any further demand or notice of default, to charge the Client statutory interest from the due date until the date of full payment, without prejudice to any other rights the Contractor may have.
5. All judicial and extrajudicial collection costs will be borne by the Client, with extrajudicial costs amounting to at least 15% of the outstanding amount.
6. In the case of a jointly given assignment, the Clients are jointly and severally liable for payment of the invoice amount, insofar as the services have been performed for the benefit of the joint Clients.
7. Deviating payment terms may be agreed in writing; failure to comply triggers default automatically.
8. Payments will be made without discount or set-off.
9. If the Contractor deems the Client's financial position risky, shorter payment terms or security may be required.
10. In the event of liquidation, bankruptcy or suspension of payments, all claims become immediately due.
11. All costs relating to payment, including exchange and bank charges, are borne by the Client.

12. Notice of Defects and Invoice Disputes

1. Any complaint relating to the services performed and/or the invoice amount must be submitted to the Contractor in writing within thirty (30) days after the dispatch date of the documents or information to which the Client's complaint relates, or within thirty (30) days after discovery of the defect if the Client demonstrates that it could not reasonably have discovered the defect earlier.
2. A complaint as referred to in paragraph 1 does not suspend the Client's payment obligation.
3. If the complaint is not submitted in time, all rights of the Client in connection with the complaint will lapse.

13. Liability

1. The Contractor's liability for any direct damage suffered by the Client, in any way related to or caused by failure to perform the assignment, late performance or improper performance, is limited to cases of intent or gross negligence and to a maximum of the amount of the fees charged by the Contractor to the Client for the services in which the cause of the damage lies, with the understanding that only the fees relating to the last twelve (12) months during which those services were performed will be taken into account. Any compensation payable by the Contractor to the Client will in any event never exceed the amount paid out by the Contractor's professional liability insurer in the relevant case, or, if the Contractor has not taken out professional liability insurance, the amount for which the Contractor customarily insures itself for a practice such as that of the Contractor. For the purposes of this and the following provisions of this article, "Contractor" also includes its employees and any third parties engaged by it in the performance of the assignment.
2. If the Contractor takes over ongoing sickness cases from the Client's previous occupational health service provider, the Contractor is not liable for any damage resulting from any act or omission in relation to those sickness cases if such act or omission occurred before the takeover.
3. The Contractor is not liable for damage arising from the fact that the employer or a (former) employee has not properly followed advice provided by the Contractor orally or in writing.

4. The Contractor is not liable for damage caused by the Client's failure to comply with its information obligations, unless such damage is also caused by intent or gross negligence on the part of the Contractor.
5. The Contractor is never liable for any indirect damage, including disruption of the normal course of business within the Client's organisation, in any way related to or caused by any negligence, failure or error in the performance of the services by the Contractor.
6. The Client is obliged to take all measures necessary to limit the damage for which it intends to hold the Contractor liable.
7. The Contractor is entitled at all times, if and insofar as possible, to remedy the Client's damage.
8. The Contractor is not liable for damage to or loss of documents during transport or postal delivery, regardless of whether the transport or delivery is carried out by or on behalf of the Client, the Contractor or third parties.
9. The Client indemnifies the Contractor against all third-party claims directly or indirectly, mediately or immediately related to the performance of the agreement.
10. The Client indemnifies the Contractor against all possible third-party claims in the event that, pursuant to law and/or its professional rules, the Contractor is compelled to return the assignment and/or is compelled to cooperate with government authorities that are entitled, upon request or otherwise, to receive information that the Contractor has obtained in the performance of the assignment from the Client or third parties.
11. The Contractor is not liable for services, advice and similar items that have been provided to the Client directly or indirectly by third parties.
12. During the performance of the assignment, the Client and the Contractor may communicate by electronic means. In that case, the Contractor is not liable for any damage suffered by the Client as a result of the use of electronic means of communication, including, but not limited to, damage resulting from non-delivery or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by software/equipment used for sending, receiving or processing electronic communications, transmission of viruses, and failure or malfunction of the telecommunications network or other means required for electronic communication, except insofar as such damage is the result of intent or gross negligence on the part of the Contractor. Data extracts from the Contractor's computer systems provide conclusive evidence of (the content of) electronic communications sent by the Contractor until the Client provides evidence to the contrary.

14. Termination of the Agreement

1. Both the Client and the Contractor may terminate the agreement at any time. If the agreement ends before completion of the assignment, Article 11(2) applies.
2. Termination must be notified in writing by registered letter, observing a notice period of three (3) months.
3. If the agreement is not terminated at the end of its term, it will be tacitly renewed for twelve (12) months.
4. Either party may terminate the agreement with immediate effect in the event of an attributable failure by the other party, provided such failure has not been remedied within thirty (30) days after written notice.
5. If, during the term of the agreement, a period has been agreed for the completion of certain services, this period will never be a strict deadline. If the Client believes that a performance period has been exceeded, the Client must notify the Contractor of this in writing.
6. If the Client wishes to cancel the assignment after it has been placed and accepted, for whatever reason, the Contractor has the right, at its discretion, either to require the other party to fully perform the agreement, or to accept the cancellation on the condition that the Client pays, within a

period to be determined by the Contractor, liquidated damages in the amount of twenty per cent (20%) of the total assignment value.

7. If the services have been agreed in combination with entering into or continuing an insurance agreement, the Contractor may terminate the agreement at the time the insurance agreement ends, without having to observe the notice period referred to in paragraph 2 of this article.
8. If and insofar as the Contractor terminates the agreement by notice of termination, it is obliged to inform the Client, with reasons, of the grounds for termination and to do whatever the circumstances reasonably require in the interest of the other party.

15. Right of Suspension

1. The Contractor is entitled to suspend fulfilment of all obligations until all due claims against the Client have been fully satisfied.
2. This right does not apply to items or documents that have not yet been processed.

16. Retention of Title and Rights

1. All items delivered or to be delivered to the Client under the agreement remain the property of the Contractor until all amounts owed by the Client for these items, or for services performed or to be performed by or on behalf of the Contractor, including any interest due and judicial and extrajudicial costs (including all costs charged by external experts, in addition to the costs awarded by the court), have been paid in full to the Contractor.
2. Rights are granted subject to full and timely payment.

17. Software

Where applicable, the Contractor uses third-party software. The results of such software are indicative only. The Contractor accepts no liability for errors or inaccuracies caused by such software.

18. Governing Law and Jurisdiction

1. All agreements to which these terms apply are governed exclusively by Dutch law.
2. All disputes will be submitted to the competent court in the district where the Contractor has its registered office.

19. Complaints

1. Complaints regarding services must be submitted in writing to the management of the Contractor without delay.
2. The Contractor will respond substantively within three (3) weeks.