

GENERAL PURCHASING CONDITIONS – SAXION AND UNIVERSITY OF TWENTE (AISUT 2019)

I General Provisions

Article 1: Definitions

In these conditions the following terms are defined as stated below:

- 1.1 Offer: the proposal of a Contracted Party to supply Products and/or Services at a particular price and/or quality.
- 1.2 Services: the work to be carried out by the Contracted Party for the Contracting Party on the basis of the Agreement.
- 1.3 Delivery: the provision to, or placement under the authority of, the Contracting Party of the Products, or the Services (or their completion), under any title whatsoever.
- 1.4 Contracting Party: the Saxion Foundation or the University of Twente, represented by the employee or employees authorized for this purpose.
- 1.5 Contracted Party: the counterparty of the Contracting Party.
- 1.6 Agreement: the agreements as agreed in writing between the Contracting Party and the Contracted Party concerning the Delivery of Goods and/or Services to which these conditions are declared applicable.
- 1.7 Party/Parties: the Contracting Party and/or Contracted Party.
- 1.8 Product: the movable property to be supplied to the purchaser by the supplier on the basis of the Agreement.

Article 2: Applicability and Scope

- 2.1 These conditions are applicable to all Agreements and to the establishment of all Agreements in connection with the supply of Products and/or Services for the benefit of the Contracting Party.
- 2.2 Divergences from these conditions are only binding insofar as they are expressly agreed between the Parties in writing.
- 2.3 The general terms and conditions of the Contracted Party are not applicable unless expressly agreed otherwise between the Parties in writing.
- 2.4 The Agreement and its implementation and these conditions are governed by the laws of the Netherlands.
- 2.5 All disputes arising from the Agreement, if they cannot be resolved by the Parties in mutual consultation, will be submitted to the Overijssel district court, Almelo location.
- 2.6 The applicability of the United Nations Convention to Contracts for the International Sale of Goods (the Vienna Sales Convention) is excluded.
- 2.7 In the event of inconsistency between the Dutch text of these conditions and the translations thereof the Dutch text will prevail.

- 2.8 Notifications, including undertakings or further agreements, from one Party to the other that are of importance for the implementation of the Agreement, are only binding for the Parties if they are made or confirmed in writing by a person authorized for this purpose.

Article 3: Offer and establishment of Agreement

- 3.1 The Offer of the Contracted Party to the Contracting Party must be irrevocable and binding up to at least ninety (90) days after the date of its signature, unless the Parties have agreed otherwise in writing.
- 3.2 If applicable, documentation and samples received together with the Offer will not be returned by the Contracting Party.
- 3.3 If applicable, costs that are associated with the issue of an Offer will not be reimbursed by the Contracting Party.
- 3.4 The Agreement comes about through the Contracting Party's acceptance of an Offer from the Contracted Party (the Offer) in writing.
- 3.5 If however the Agreement is sent after the expiry of the period stated above under section 3.1, or the Agreement diverges from the Offer on more than minor points, then the Agreement is established in accordance with the Order, unless the Contracted Party rejects the Agreement within fourteen days of the date of its signature.
- 3.6 If the Contracted Party has not made an Offer, or makes a verbal Offer, the Agreement is established through the Contracted Party's acceptance of a written Agreement from the Contracting Party in writing within fourteen (14) days of the date of its signature.
- 3.7 'In writing' should also be understood as 'by electronic means'.

II Implementation of the Agreement

Article 4: Delivery of Products and Services

- 4.1 The Contracted Party guarantees that the Delivery:
 - will be carried out by skilled personnel in accordance with the standards of good and proper workmanship, with the use of new materials and free of faults and defects;
 - is entirely in accordance with the provisions of the Agreement, the stated specifications and the reasonable expectations of the Contracting Party with respect to its characteristics, quality and reliability;
 - is suitable for the purpose for which it is intended;
 - complies with the applicable national and international statutory standards and other government regulations;
 - complies with the prevalent norms and standards in the relevant business sector.
- 4.2 The Contracted Party is obliged to supply Products and/or Services in the agreed form, amount and quality on the agreed date and to the agreed destination.

- 4.3 The Delivery of Products will take place Delivery Duty Paid, in accordance with the version of the Incoterms that applies at the time of the Order, without prejudice to the provisions of these Conditions.
- 4.4 In the event of the deployment of temporary workers, the Contracted Party must, on request, demonstrate in writing that their identity has been established in accordance with the statutory regulations, the required permits to carry out the work have been issued, the details of education and training have been verified and the required confidentiality declarations have been signed.
- 4.5 Work in buildings and grounds of the Contracting Party will be carried out during the working hours applicable at that time.
- 4.6 The Contracted Party is only authorized to outsource the implementation of the Agreement, wholly or in part, to third parties with the prior written permission of the Contracting Party. The Contracting Party is entitled to grant this permission conditionally.
- 4.7 In the event that a Delivery of Products cannot take place at the agreed time, for whatever reason, then the Contracted Party will store, preserve, secure and insure the Products in a soundly packed, separated and recognizable condition.
- 4.8 If the agreed period is exceeded by the Contracted Party then the Contracting Party is entitled, after the Contracted Party has been a given reasonable period in writing to nevertheless comply with his obligations, to acquire the Products and Services from a third party. The Contracting Party is entitled to recover all costs, damages and interest from the Contracted Party, with the exception of the circumstance that the Contracted Party is in a situation of force majeure within the meaning of article 6:75 of the Dutch Civil Code.
- 4.9 The supply of Products will be considered to have been completed at the time that they are delivered by the Contracted Party at the location designated by the Contracting Party and the Contracting Party can freely dispose of these Products there. In the case of the provision of Services then the time at which the implementation is completed applies as the time of delivery. The risk will be transferred to the Contracting Party when the supply is completed and accepted by the Contracting Party.
- 4.10 Delivery in parts is not permitted except with the prior written permission of the Contracting Party.
- 4.11 The Contracted Party will make all documentation (information, drawings, explanatory notes and/or instructions) available as agreed or as the Contracting Party reasonably needs to make optimum use of the Products and/or Services.
- 4.12 The Contracted Party is entitled to use the information provided by the Contracting Party, but only in connection with drawing up an offer and implementing the Agreement. This information remains the property of the Contracting Party.

Article 5: Transfer of rights and obligations arising from the Agreement

- 5.1 The Contracted Party is not permitted to transfer the Agreement or the rights and duties arising from it, wholly or in part, without the prior written permission of the Contracting Party, which permission will not be withheld on unreasonable grounds. The Contracting Party can attach conditions to this permission.
- 5.2 The first paragraph of this article does not apply in respect of the granting of limited rights, such as a right of lien.

Article 6: Regulations

- 6.1 The Contracted Party must comply with all applicable government regulations and locally valid regulations such as those in the fields of working conditions, privacy, technology, quality, safety and the environment.
- 6.2 If regulations are applicable to the Delivery that are not imposed by the government then the Contracted Party is expected to know of and comply with these, unless the Contracted Party immediately informs the Contracting Party otherwise in writing. The Contracting Party will then provide the Contracted Party with further information on these regulations and documents. The Contracted Party must ensure, at his own expense, the timely acquisition of the permissions, permits or licences that are necessary for the implementation of the Agreement and for compliance with the conditions stated in them.

Article 7: Progress of the work

- 7.1 The Contracted Party will, on request, provide the Contracting Party with his implementation schedule in connection with the time planning and staffing of the Delivery, and provide information on its progress as often as and in the form that the Contracting Party requires.
- 7.2 If the Contracted Party can reasonably foresee that he will not be able to comply with his obligations to the Contracting Party in a timely manner, then he is obliged to inform the Contracting Party of this immediately, stating the reasons, and to subsequently confirm this to the Contracting Party in writing. The notification of the Contracting Party does not discharge him from his obligations in respect of the final deadline and of making a proposal for an amended plan. The agreed delivery date, dates or period apply as strict and final for the full Delivery, including the associated documentation.
- 7.3 If in the opinion of the Contracting Party the progress of the Delivery stagnates to such an extent that it cannot be completed on time, then the Contracting Party will inform the Contracted Party of this in writing.
- 7.4 In the case described in section 7.3, the Contracted Party is obliged to take all measures, within a reasonable period and within a maximum of two weeks, and at his own expense, that in the opinion of the Contracting Party are necessary to make up the delay within a short period, including the deployment of additional personnel or equipment.

- 7.5 Failing this the Contracting Party is entitled, without prejudice to the other rights accruing to it, to itself take all measures that it considers to be necessary for this purpose, including having the work carried out by third parties at the Contracted Party's expense.
- 7.6 In the case described in section 7.5 the Contracted Party and those third parties will grant all desired cooperation.

Article 8: Changes; additional or reduced work

- 8.1 The Contracting Party is entitled to change the content and extent of the Delivery, also if this leads to additional or reduced work. If the Contracted Party is of the opinion that the changes have consequences for the agreed price or delivery period, the Contracted Party will inform the Contracting Party of this immediately in writing and, if so wished, the Contracting Party can request an amended offer.
- 8.2 Adjustment of the price or delivery period will take place on the basis of the unit prices and fees specified in the Agreement, or on the basis of reasonableness and the standards and principles that form the basis of the Agreement.
- 8.3 Changes in the Delivery will not be implemented earlier than following the written approval of the Contracting Party.
- 8.4 A lack of agreement on the adjustment of the price does not give the Contracted Party the right to suspend the implementation of the change.
- 8.5 Extra work that the Contracted Party could have or should have foreseen on entering into the Agreement in order to be able to supply the agreed performances and functionalities or that are the consequence of a shortcoming of the Contracted Party will in any event not be considered as additional work.

Article 9: Packaging and dispatch

- 9.1 The Contracted Party will package Products to be delivered as economically, safely and carefully as possible and in such a way that the consignment is manageable during transport and unloading. The Contracted Party will ensure that the consignment reaches its destination in good condition.
- 9.2 Packaging must be suitable for reuse or recycling.
- 9.3 Special packaging that must be returned to the Contracted Party must be marked as such. The Contracted Party himself will attend to the collection of this packaging. The packaging, transport, storage and processing of the consignment must be in compliance with the applicable legislation and regulations in the fields of safety, the environment and working conditions.
- 9.4 The Contracted Party will mark the consignment on the outside with the Contracting Party's order reference number and the number of packages, as well as the correct name and address details and the delivery address. The outside of the packages will be provided with a packing list stating the content of the consignment. A consignment that does not comply with these requirements may be refused by the Contracting Party.

Article 10: Inspection and acceptance

- 10.1 Within thirty (30) days of delivery the Contracting Party will inspect the Products and/or Services in connection with their nature, condition, quality and amount, in order to establish whether the Products and/or Services are in compliance with the agreements made by the Parties.
- 10.2 The Contracting Party will inform the Contracted Party in writing within a reasonable period of whether the Products and/or Services have been accepted. In the event that the Contracting Party has not informed the Contracted Party of the acceptance in writing within a reasonable period, the Contracting Party will be considered to have accepted the Products and/or Services.
- 10.3 In the event that the Contracting Party rejects the Products then he will inform the Contracted Party of this as soon as possible, thereby making his complaints sufficiently clear. If the Contracted Party does not retrieve rejected Products within fourteen (14) days, the Contracting Party is entitled to return the delivered Products, which have been tested or samples of which have been taken, to the Contracted Party. The costs and the risks of this will be borne by the Contracted Party. If return is not reasonably possible, then the Contracting Party can retain the Products for the Contracted Party at his expense and risk. The Contracting Party can, if it considers this expedient, give the Contracted Party the opportunity to make a redelivery. The Contracting Party is entitled, after notification of rejection, to retain the Products at the Contracted Party's risk until further instructions are received from the Contracted Party, or to return the Products to the Contracted Party at the Contracted Party's expense and risk.
- 10.4 If the Contracted Party does not repair or redeliver the rejected Delivery within five working days of his having been informed, the Contracting Party is entitled to purchase the necessary Delivery from third parties, or to take measures itself or have measures taken by third parties at the Contracted Party's expense and risk.
- 10.5 In the event of rejection the Contracted Party will reimburse all costs incurred by the Contracting Party in connection with the Agreement.

Article 11: Completion, acceptance and delivery

- 11.1 When the Contracted Party has in his opinion completed the agreed work, he will inform the Contracting Party of this in writing.
- 11.2 Unless determined otherwise in the Agreement, the results of the work will be considered as accepted and therefore delivered if the Contracting Party has accepted this in writing.

Article 12: Guarantee

- 12.1 The Contracted Party guarantees that the delivered Products and/or results of Services will continue to comply with the agreed specifications and quality for twenty-four (24) months after delivery.

- 12.2 The guarantee period stated in the previous paragraph will be extended by the time during which the intended use cannot be made of the Products and/or Services due to a defect or unsuitability that is attributable to the Contracted Party. In the case of repair or replacement of the Products and/or Services or parts thereof the full guarantee period will take effect again in respect of these Products and/or Services.

III Financial provisions

Article 13: Price, invoicing and payment

- 13.1 The price stated in the Offer is fixed, and expressed in Euros exclusive of VAT, and will be considered to relate to all costs that are necessary to deliver the Products and/or Services on the date and at the destination stated by the Contracting Party. These costs include for example expenses, taxes, duties and levies in connection with, among other things, production, transport, insurance and import and/or export.
- 13.2 Price changes must be announced at least two (2) months in advance.
- 13.3 The Contracting Party will pay the invoice of the Contracted Party, provided that it is agreed, within thirty (30) days of its receipt.
- 13.4 Invoices must comply with:
- For invoices intended for the University of Twente: the invoice guide, which can be found at <https://www.utwente.nl/en/fez/factuurwijzer-2018-eng.pdf>;
 - For invoices intended for Saxion: the invoice guide, which can be found at <https://www.saxion.nl/over-saxion/informatie-voor-leveranciers/sending-invoices-and-receiving-payments>.
- 13.5 Payment does not discharge the Contracted Party from any guarantee and/or liability to which he is held by law.
- 13.6 This article does not affect any right of the Contracting Party to make a settlement.
- 13.7 In the event that the Contracting Party does not comply with its payment obligations, or does not do so in a timely manner, then it will no longer be held to anything but the payment of the statutory interest, and will not be liable to pay this earlier than having been granted a reasonable period in writing by the Contracted Party to nevertheless fulfil its obligations.
- 13.8 In the event of any advance payment the Contracting Party is entitled to require a bank guarantee or comparable security guarantee, or to require a bank guarantee or comparable security guarantee for compliance with the obligations of the Contracted Party.

Article 14: Shortcoming, damage, insurance and liability

- 14.1 If the Contracted Party falls short in his compliance with a contractual obligation and compliance is also lacking after written notice of default whereby he is granted a reasonable period for compliance, the Contracted Party is in default. The Contracted Party is obliged to reimburse all damages suffered by the Contracting Party as a result of the Contracting Party attributably not complying with the Agreement, or not doing so in a timely manner, or of the infringement of any contractual or non-contractual obligation. The Contracted Party will indemnify the Contracting Party against any claims of third parties in this respect.
- 14.2 The Contracted Party will insure himself in an appropriate and customary manner in accordance with generally accepted standards, and will keep himself so insured, against the following risks:
- professional liability (risks that arise from professional misconduct);
 - corporate liability (including liability for damage caused to persons or to items that are the property of the Contracting Party);
 - loss of and damage to business inventory (including loss or damage due to fire and theft), including the items that are the property of the Contracting Party.
- 14.3 A so-called 'supervision clause' must be excluded in the insurance to be entered into and/or already entered into. On the request of the Contracting Party the Contracted Party will immediately provide a declaration of the insurer in which the existence of the insurance in question, the level of the insured amount and the payment of the premium are confirmed. The Contracted Party will immediately forward every message from the Contracting Party in which it holds the Contracted Party liable for damage to the insurer with whom he has insured his liability.
- 14.4 If the Contracted Party attributably fails to comply with his obligations and/or causes damage he is liable to the Contracting Party for the damage suffered or to be suffered, subject to the proviso that the liability, per occurrence, is limited to an amount of:
- €150,000 for an Agreement whose value is less than or equal to €50,000;
 - €300,000 for an Agreement whose value is more than €50,000 but less than or equal to €100,000;
 - €500,000 for an Agreement whose value is more than €100,000 but less than or equal to €150,000;
 - €1,500,000 for an Agreement whose value is more than €150,000 but less than or equal to €500,000;
 - €3,000,000 for an Agreement whose value is more than €500,000.

- 14.5 The value of the Agreement is determined as follows:
- For Agreements with a term of longer than twelve (12) months it applies that the Agreement value is equal to the costs on the basis of the supplied Products charged and/or to be charged over the previous twelve (12) months. If the Agreement has not yet been in effect for twelve (12) months the value of the Agreement will be determined proportionally.
 - For Agreements with a term of less than twelve (12) months it applies that the Agreement value is equal to the entire (achieved and future) expected value of the Agreement.

Connected events will be regarded as a single event.

- 14.6 The limitation of liability as referred to in section 14.4 ceases to apply:
- in the event of claims of third parties for compensation as a result of death or injury;
 - in the event of wilful misconduct or gross negligence on the part of the Contracted Party or his personnel;
 - in the event of the infringement of intellectual property rights as referred to in article 16.
- 14.7 All obligations in connection with personnel of the Contracted Party, including those in pursuance of fiscal and social insurance legislation, will be borne by the Contracted Party. The Contracted Party indemnifies the Contracting Party against any liability in this connection.

Article 15: Force majeure

- 15.1 Neither of the Parties is obliged to comply with an obligation arising from the Agreement or its initiation if it is hindered as a result of a circumstance for which it cannot be held accountable and nor is at its expense by law, a legal action or generally accepted standards.
- 15.2 There will be considered to be a situation of force majeure if, among other things, the Contracted Party is faced with a strike organized by a recognized trade union and he is restricted in the compliance with his obligations by the action or omission of a national or local government agency.
- 15.3 Force majeure on the part of the Contracted Party will in any event not include shortage of personnel, failure of auxiliary materials, liquidity and/or solvency problems and the failure of third parties to comply with their obligations towards the Contracted Party.
- 15.4 A Party can only invoke force majeure if it informs the other Party of this as soon as possible, supplying the necessary documentary evidence. A Party can however accept an invocation of force majeure, even if the other Party does not fulfil the provisions of the foregoing paragraph, on grounds of reasonableness.
- 15.5 If such a situation arises, the Parties will discuss as soon as possible the measures that are necessary to prevent damage or inconvenience for the Contracting Party and the Contracted Party will, if possible, grant his cooperation in the implementation of these measures and make efforts to restrict damage or inconvenience for the Contracting Party to a minimum.

IV Miscellaneous provisions

Article 16: Intellectual property rights and other rights

- 16.1 The Contracted Party guarantees that the Products and/or Services supplied by him in no way infringe the rights of third parties, including intellectual property rights such as copyrights, patent and brand rights. The Contracted Party therefore also indemnifies the Contracting Party against claims of third parties in this respect.
- 16.2 Unless the Parties agree otherwise in writing the intellectual property right and/or the right of use on the supplied Products and/or results of the Services of the Contracted Party is transferred to the Contracting Party after acceptance by the Contracting Party in accordance with the provisions of article 10 of these conditions.
- 16.3 Unless agreed otherwise, all copyrights that can be exercised – at any place and time whatsoever – in respect of Services provided accrue to the Contracting Party. These intellectual property rights will be transferred to the Contracting Party by the Contracted Party in pursuance of the Agreement at the time of it coming into being, which transfer will be thereby accepted by the Contracting Party.
- 16.4 Insofar as a further deed is required for the transfer of rights, the Contracted Party will grant his cooperation with the transfer of such rights to the Contracting Party on the Contracting Party's first request, without thereby being able to set further conditions. Any costs that are connected with the establishment of particular intellectual and other property rights will be borne by the Contracting Party. The Contracted Party irrevocably authorizes the Contracting Party to arrange for these intellectual and other property rights to be registered in the relevant registers.
- 16.5 Insofar as the results referred to in paragraph 2 come about with the use of already existing intellectual property rights that do not accrue to the Contracting Party, the Contracted Party grants the Contracting Party a non-exclusive right of use of unlimited duration. In that case the Contracted Party guarantees that he is entitled to grant the abovementioned right of use.
- 16.6 The Contracting Party will inform the Contracted Party as soon as possible of notifications or claims of third parties, and will provide him with all information and documents in its possession that are of importance for his defence.
- 16.7 The Contracted Party is entitled to negotiate directly with the claiming party and to conduct or take over the proceedings against this party.

Article 17: Confidentiality

- 17.1 The Parties will observe strict confidentiality in respect of information on each other's organization and the subject of the Agreement. Neither of the Parties will provide information, data or data carriers that are available to them to third parties without the prior written permission of the other Party, and will only disclose them to their personnel insofar as this is necessary for the implementation of the Agreement. The Parties will oblige their personnel and any third parties that are engaged to comply with the confidentiality provisions in this Agreement as well as to take all reasonable measures to ensure the confidentiality of this information and data.
- 17.2 All data and information that is generated or processed by virtue of this Agreement will be considered to be confidential information. The following, however, will not be considered as confidential information:
- Information and/or data that has already been made public in accordance with the Agreement;
 - Information and/or data that a Party has acquired from the other with the indication that it is not confidential;
 - Information and/or data that a Party has lawfully acquired from a third party;
 - Information and/or data that is disclosed in response to an express request from a judicial institution or official authority or in pursuance of a legal obligation, in which case the disclosing Party will immediately - and if possible before the disclosure - inform the other Party of this disclosure as well as the background to it.
- 17.3 The Contracted Party may not publish or disclose information that can be traced in any way to the Contracting Party or students of the Contracting Party without the prior explicit permission of the Contracting Party. Any publication and/or report that comes about with the use of information from the Contracting Party may only be disclosed with the explicit written permission of the Contracting Party.
- 17.4 In the event of noncompliance with the provisions of the foregoing paragraph, the Contracted Party will forfeit an immediately due and payable penalty of € 25,000 per infringement, with the addition of € 1,000 for every day that the infringement continues, without any legal intervention being required for this purpose and without prejudice to all other rights of the Contracting Party. The Contracting Party reserves the right to demand, besides the penalty, full compensation of the damage suffered by it.

Article 18: Personal data processing

- 18.1 Insofar as the Contracted Party processes personal data for the Contracting Party in the context of the Agreement as a processor within the meaning of the General Data Protection Regulation, the Contracted Party guarantees the application of appropriate technical and organizational measures, in order that the processing complies with the requirements of the General Data Protection Regulation and the protection of the data subjects is ensured. The Contracted Party will only process personal data by order, and on the basis of written instructions of the Contracting Party, except in case of divergent statutory regulations.
- 18.2 The parties will organize the processing of personal data by the Contracted Party for the benefit of the Contracting Party by agreement.

Article 19: Bribery and conflicts of interest

- 19.1 The parties will not request, accept or receive a commitment, neither from each other nor from third parties, for themselves or for any other party, any gift, remuneration, compensation or profit of any nature whatsoever that can also be interpreted as an unlawful practice. Such a practice can be a reason for the entire or partial dissolution of the Agreement.
- 19.2 If it becomes apparent that a subordinate of the Contracting Party, on the establishment of the Agreement, fulfils a paid or unpaid ancillary position with the Contracted Party without the Contracting Party having been informed of this before the Agreement is entered into, the Contracting Party may dissolve the Agreement, without notice of default, with immediate effect and without judicial intervention, without being obliged to pay any compensation.

Article 20: Termination and dissolution

- 20.1 Without prejudice to that which is otherwise established in the Agreement, each of the Parties can wholly or partly dissolve the Agreement by means of a registered letter and without legal intervention if the other Party is in default or compliance is permanently or temporarily impossible, unless this concerns a shortcoming that, in view of its exceptional nature or limited significance, does not justify the dissolution.
- 20.2 If one of the Parties cannot comply with its obligations as a result of force majeure, the other Party is entitled to wholly or partly dissolve the Agreement by means of a registered letter, with the observation of a reasonable period of notice and without legal intervention, without any entitlement to compensation consequently arising, but not earlier than after the expiry of a period of 15 working days, calculated from the date on which the circumstance that caused the situation of force majeure arose.

- 20.3 The Contracting Party can, without a warning or notice of default being required, dissolve the Agreement with immediate effect by means of a registered letter, without legal intervention, if the Contracted Party applies for a suspension of payment, provisional or otherwise, or a suspension of payment, provisional or otherwise, is granted to him, the Contracted Party applies for bankruptcy or is declared bankrupt, the business of the Contracted Party is liquidated, the Contracted Party ceases his business operations, a substantial part of the assets of the Contracted Party is seized, the Contracted Party enters into a merger or demerger or is dissolved, or the Contracted Party can otherwise no longer be considered to be able to comply with the obligations of the Agreement.
- 20.4 If the Agreement is dissolved, the Contracted Party will repay the undue payments already made to him by the Contracting Party, with the addition of the statutory interest on the paid amount from the day on which it was paid. If the Agreement is partly dissolved, the repayment obligation only exists insofar as the payments relate to the dissolved part.
- 20.5 The Contracting Party can furthermore cancel the Agreement by means of a registered letter. A settlement will then take place between the Contracting Party and the Contracted Party on the basis of Services provided by the Contracted Party for the purpose of the implementation of the Agreement in question and the reasonably incurred costs, and the obligations already entered into for the future for the implementation of the Agreement. The Contracting Party does not have to compensate the Contracted Party in any other way for the consequences of the cancellation of the Agreement.

Article 21: Continuing provisions

- 21.1 Provisions that by their nature are intended to also remain in effect after the expiry of the Agreement retain their effect after this time. These provisions include in any event the provisions in connection with Applicability and Scope (article 2, sections 4 and 5), Guarantee (article 12), Shortcoming, Damage, Insurance and Liability (article 14), Intellectual Property Rights and Other Rights (article 16) and Confidentiality (article 17).

Article 22: Sequential Liability Act

- 22.1 The Contracted Party will maintain records in such a way that the actual wage costs can be established for each project. These wage costs will be specified on the invoice. The Contracting Party has the authority to pay a part of the price in particular cases to be determined by it, either via a blocked account or directly to the Tax Authority. This part will concern the amount for which the Contracting Party, in its estimation, is jointly and severally liable in pursuance of the Sequential Liability Act or other regulations.
- 22.2 The Contracted Party will, on request, provide a certified copy of the Declaration of Payment History from the Tax Authority in respect of the payment of social security premiums and wage tax for all persons engaged in connection with the Agreement, which may not be older than three months.
- 22.3 The Contracted Party will indemnify the Contracting Party against any claim of the Tax Authority in respect of premiums and taxes payable for the persons concerned.

Article 23: Working conditions

- 23.1 In providing the Services the Contracted Party will comply with the applicable legislation and regulations in the field of working conditions, and with the Collective Labour Agreement that is applicable to him and his employees.
- 23.2 The Contracted Party will establish all agreements concerning working conditions in a comprehensible and accessible manner.
- 23.3 The Contracted Party will grant authorized institutions access to these agreements concerning working conditions immediately on request, and will cooperate with inspections, audits or wage validation.
- 23.4 The Contracted Party will grant the Contracting Party access to the agreements concerning working conditions stated in paragraph 2 of this article immediately on request if the Contracting Party considers this necessary in connection with the prevention or handling of a wage claim concerning work carried out for the purpose of the provision of Services.
- 23.5 The Contracted Party will impose the obligations arising from the foregoing paragraphs in full upon all parties with whom he enters into contracts for the purpose of the provision of Services, and will also stipulate that these parties subsequently impose these obligations on all parties with whom they in their turn enter into contracts for the purpose of the provision of the Services.