

GENERAL TERMS AND CONDITIONS FOR CLEANING SERVICES

established by:
The 'Brancheorganisatie Schoonmakend Nederland'



**SCHOON
MAKEND
NEDER
LAND**

Contents:

Chapter A: General section concerning **all types of cleaning services and products**

Chapter B: Additional terms and conditions concerning **glass cleaning, floor maintenance and façade cleaning**

Chapter A: General section concerning all types of cleaning services

Article 1: Definitions

In these General Terms and Conditions the following definitions apply:

Contractor: the cleaning and glass cleaning enterprise which, as user, declares these GTC applicable in its Agreements;

GDPR: (European) General Data Protection Regulation;

CLI: Corporate Liability Insurance

GTC: these General Terms and Conditions;

CLA: the Collective Labour Agreement for the Cleaning and Glass Cleaning Industry;

Services: Cleaning and glass cleaning services such as cleaning, clearing, disinfection of Objects in the broadest sense, including for example:

Industrial cleaning

Including removal, disposal and (arranging the) processing of pollution, deposits and such in the broadest sense, of or in industrial buildings, installations, warehouses;

Facade, floor and glass cleaning:

Including the removal of pollution that has occurred or has been caused by atmospheric influences on vertical and/or horizontal surfaces, irrespective of the type or structure of the material, and the application of layers that have protective, repellent, levelling and/or impregnating properties on those surfaces;

Calamity cleaning:

Including the recovery, cleaning and/or reconditioning of structures, stocks, machines and/or inventory, all this in the broadest sense;

Janitor or handyman services:

Including ensuring a clean and safe living environment in the Objects and monitoring of the performance of services in the field of cleaning, maintenance and (technical) operation of the Object;

Auxiliary equipment: equipment used by Contractor for the purpose of the Services, such as cleaning agents and materials, aerial work platforms, operating equipment and machines and such.

Information: all information, data, materials and instructions received from Customer or third parties at the request of Customer, including information on the Object and related surfaces to be cleaned.

Object: the object of the services, including but not limited to the inside and outside of a building, such as floors, facades, windows, the inside and outside of a ship, cleanrooms, a bus, a train, sanitary facilities, production equipment, a slaughterhouse, a factory, an industrial site, an installation, stock, inventory and/or a different movable or immovable property and such.

Customer: the natural person or legal entity that concludes an Agreement with Contractor;

Agreement: any engagement agreement between the Parties for the purpose of provision of Products and Services including the Work Schedule, any written modification or supplement to the Agreement, tacit renewals thereof, and all actual actions and legal acts in preparation and for the purpose of performance of such Agreements, including oral and written offers of Contractor;

Parties: Contractor and Customer;

Products: Cleaning agents, equipment, machines, installations (sanitary) consumer articles and such, which are related to the Services in the broadest sense and are sold or leased to Customer.

Services: all services and performances provided for Customer by Contractor, which are useful and necessary for the provision of the Services as described in the Agreement

Work Schedule: a statement (work sheet or similar) that is part of the Agreement and in which Contractor, acting in consultation with Customer, provides a description of the Services in as much detail as possible, stating the location, time and frequency of Services and such, including the preparations thereof and the price.

Article 2. Order of priority.

Chapter A applies to the provision of all Services and Products by Contractor. In case the content matter or interpretation of the Order confirmation and the GTC are inconsistent, the contents of the Order confirmation shall prevail. In case the content matter or interpretation of Chapter A and B are mutually inconsistent, Chapter B will prevail over Chapter A if the Services of Chapter B apply.

Article 3. General Terms and Conditions.

3.1 These General Terms and Conditions shall apply to all Agreements.

3.2 Provisions that deviate from these Terms and Conditions shall be binding only if they have been agreed in writing between the Parties, and they shall only apply to the case concerned.

3.3 General terms and conditions that have been declared applicable by Customer, irrespective of the time at which they are referred to, shall never apply between the Parties.

3.4 All provisions of these Terms and Conditions have not been stipulated for Contractor only but also for: its directors, shareholders and any persons that are active for Contractor; any persons who have been engaged by Contractor for the purpose of performance of an Agreement and any persons for whose acts or omissions Contractor may be legally liable.

3.5 In case Contractor does not strictly observe these Terms and Conditions in a certain case out of goodwill, that does not imply that Contractor would forfeit the right to demand strict observance of these Terms and Conditions in future cases, similar or otherwise.

- 3.6 Contractor reserves the right to unilaterally complement and/or modify the GTC at any point in time. These modifications and/or additions shall not be binding on Customer until they have been agreed applicable in writing and sent. Deviations of these GTC at the request of Customer shall be valid only if and to the extent as expressly agreed in writing.
- 3.7 In case these Terms and Conditions are also issued in a different language than Dutch the Dutch text shall at all times prevail in case of differences.

Article 4. Offer and acceptance, conclusion of Agreement

- 4.1 All offers of Services of Contractor are free of engagement, which means that Contractor may reconsider the offer as long as it has not been accepted by Customer, unless it contains a period of validity.
- 4.2 Apparent mistakes or errors in the offers of Services shall not be binding on Contractor.
- 4.3 An acceptance by Customer that differs from the offer of Contractor, whether on minor points or otherwise, shall always be considered a rejection of the offer and a new offer of Customer. An Agreement is not concluded according to this new offer until after a written acceptance thereof by Contractor.
- 4.4 An Agreement has also been concluded in case:
- (1) the offer concerning the Services and/or Products of Contractor has been agreed in writing by Customer; or
 - (2) Contractor has confirmed the provision of Services and/or Products in writing after this has been agreed orally between the Parties; or
 - (3) Customer tacitly allows Contractor to commence performance of the Agreement and the Services referred to therein.
- 4.5 The provisions of section 1, title 7, Book 7 of the Dutch Civil Code ('BW'), named "Opdracht" (Engagement) apply to the Agreement, with the exception of article 7:404 BW.

Article 5. Performance of Agreement and Work Schedule by Contractor.

- 5.1 The Work Schedule shall be binding and shall be the determining factor between the Parties for the scope and quality of the Services. That means that Customer is not authorized to provide oral instructions to the employees of Contractor at the Object to deviate from the Work Schedule. If that occurs in spite of this provision, Contractor shall have the right to charge additional work, if necessary retroactively.
- 5.2 In case employees of Contractor fail to perform parts of the Work Schedule without the permission of and at the detriment of Customer, Contractor shall address them on this matter immediately after a written report submitted by Customer. After verification thereof Contractor shall have its employees subsequently perform the Services that have not been performed on the first day at which its employees are present at the Object, or credit part of the invoice, this at the sole discretion of Contractor.
- 5.3 In case Contractor determines during performance of the Agreement that minor deviations from the Work Schedule are necessary in order to be able to perform the Services or part thereof, Contractor may, without resulting modification of the price, change the Work Schedule at its discretion, provided that a similar quality is guaranteed.
- 5.4 In case Contractor determines during performance of the Agreement that permanent deviations, i.e. modifications of the Work Schedule are necessary to be able to perform the Services or part thereof, and this reasonably requires that the price is modified, such modification of the Work Schedule shall take place only after a modification of the price has been agreed with Customer in writing. Contractor may suspend the Services resulting from those permanent deviations until acceptance of the modified price.
- 5.5 If nothing has been specified in the Agreement, Services shall be performed only on business days from Monday through Friday, not being Christian or national holidays. In case sudden changes of special circumstances so require, this at the discretion of Customer or Contractor, it is possible to deviate from the above provision. It may result from the nature of Services and/or the Object that Services are also performed on Christian or national holidays.
- 5.6 In case the Services are delayed or suspended due to a calamity of any kind or causes that are at the risk and for account of Customer, such as malfunctioning cleaning equipment and installations that are the property of Customer, the time thus lost may be charged to Customer as hours worked. These hours will be specified separately in the invoice.
- 5.7 In case the employees of Contractor must comply with specific, local safety rules and rules of conduct in the Objects, Customer is obliged to provide these rules to the Employees in a timely manner, i.e. before commencement of the Services, including sufficient instruction and explanation and with a copy thereof to the executive of Contractor. Further, Customer is obliged to make available or display a visible copy of these rules in the work area of Contractor.

Article 6. Compliance with and inspection of Work Schedule.

Customer is responsible for notification of Contractor without delay in case Services have not been performed according to the Work Schedule and are major deviations thereof at the detriment of Customer. The Work Schedule is in principle based upon a quality standardization and control system that has been agreed by the Parties, which makes it possible to objectively determine whether the result of the Services and the performance of the Work Schedule comply with that standard. This written notification shall contain at least a detailed description of the time, nature and seriousness of the deviation that was established, the Object, place and a reasonable time within which Contractor needs to remedy the established deviation.

Article 7. Auxiliary equipment and support by Customer.

- 7.1 Contractor is free to choose Auxiliary equipment. All Auxiliary equipment is included in the price, unless agreed otherwise by the Parties.
- 7.2 Customer shall guarantee that sufficient clean hot and cold water, water pressure, electricity, gas, air and steam are available free of charge for the performance of the Work Schedule.
- 7.3 Customer shall make available sufficient lockable rooms, such as utility closets and such for storage of e.g. Auxiliary equipment free of charge. This lockable room shall be accessible only for – the employees of - Contractor. Customer is obliged to manage the Auxiliary equipment of Contractor that are used in Customer's work area with due care and, as part of that, properly lock the Object and take any measures necessary for the preservation of that Auxiliary equipment.
- 7.4 The Auxiliary equipment will remain the property of Contractor unless agreed otherwise.

- 7.5 Customer is obliged to lend its cooperation upon request of Contractor to ensure that Contractor can take back the Auxiliary equipment referred to above. For that reason Customer now and for henceforth waives any retention rights in respect of this Auxiliary equipment and shall not attach it or have it attached.
- 7.6 In consultation with Contractor Customer shall make sufficient facilities available to the employees of Contractor free of charge, such as a wardrobe, a storage room, a room for breaks and such. Customer will comply with the Dutch Health and Safety Act ('ARBO-wet').
- 7.7 Customer shall offer Contractor the opportunity to dispose of waste resulting from cleaning of whatever kind in the room made available by Customer.
- 7.8 Customer is obliged to inform Contractor correctly, as fully as possible and in a timely manner of all matters that may be relevant for the performance of the Agreement or which he is obliged to provide under the law. Contractor may trust the accuracy and completeness of the Information provided by Customer without being obliged to verify the information provided by Customer. Customer also guarantees the accuracy, completeness and reliability of the information provided to Contractor, also if the information originates from third parties. The Information shall be provided in the shape and way as requested by Contractor. Failing accurate information Contractor shall not be liable for damage caused to an Object.
- 7.9 In case the information is not provided or not provided in a timely manner Contractor shall have the right to suspend (further) performance of the Services immediately. In case the performance of the Agreement is delayed because Customer does not comply with its obligations referred to in this article any resulting (additional) costs shall be borne by Customer and Contractor shall have the right to charge an (additional) fee for the (additional) Services that have become necessary as a result of that.

Article 8. Subcontracting.

When Contractor engages subcontractors for the performance of the Agreement Contractor shall exercise due care during selection of subcontractors and, if considered necessary by Contractor, consult with Customer in advance.

Article 9. Price of the Services.

- 9.1 The price of the services is based upon the following objective and subjective factors:
Objective factors are understood to include:
 The factors determining cost price at the time of conclusion of the Agreement, including but not limited to wage and/or other operating costs of Contractor, the costs of Auxiliary equipment, goods, means of transport used and such.
Subjective factors are understood to include; the demands of Customer and the existing or assumed properties of the Object during the initial assessment of Services, including but not limited to surface area, staffing, accessibility, decoration, furnishing, use and purpose.
- 9.2 As soon as the objective factors are changed after conclusion of the Agreement and Contractor cannot reasonably influence that change, including but not limited to modification of the CLA that applies and/or changed legislation, Contractor shall have the right to pass any resulting increases of costs on to Customer, irrespective whether the change could have been foreseen at the time of conclusion of the Agreement.
- 9.3 In case the subjective factors are changed after conclusion of the Agreement, which – in the opinion of Contractor - necessitates modification of the Works Schedule and the price, the price shall be modified after the written approval of Customer. That written approval is not necessary in case of additional work within the meaning of 5.1.
- 9.4 Customer is not entitled to a price decrease in case the performance of Services by Contractor is not or not entirely possible or useful due to circumstances which under the law, a legal act or generally accepted views are at the risk and for account of Customer.

Article 10. Payment conditions.

- 10.1 Payment of invoices shall take place in the way as was agreed, within 30 days of invoice date or as much earlier as agreed. The above term of payment is a final time limit. Payment shall further take place unconditionally, without suspension, discount or settlement for whatever reason. Customer shall not seek attachment of goods of Contractor in the possession of Customer.
- 10.2 Customer shall be in default by expiry of the term of payment, without any notification of default being required.
- 10.3 In case Customer is in default in connection with any payment any and all claims of Contractor against Customer shall become due and payable immediately. In that case Contractor shall further have the right to suspend or terminate the Services or part thereof. Contractor shall never be liable for any damage caused to Customer due to that.
- 10.4 During default Customer owes a default interest on outstanding invoices of 1% per month or part thereof.
- 10.5 In case of extrajudicial collection Customer shall owe - in addition to the principal amount and default interest - the actual costs of collection incurred by Contractor. The extrajudicial costs of collection shall be at least 15% of the first € 5.000 (with a minimum of € 250), 10% of the excess up to € 10.000, 8% of the excess up to € 20.000, 5% of the excess up to € 60.000 and 3% of the excess over € 60.000. In case of judicial recovery Customer shall also owe any legal costs including all costs actually incurred for legal assistance and the liquidated costs of proceedings, in case the court rules against Customer for the most part. In that case Contractor shall also have the right to suspend or terminate all Services or part thereof. Contractor shall never be liable for any damage caused to Customer as a result of that.
- 10.6 In case Contractor has reason to doubt Customer's payment ability Contractor may demand, both prior to and during performance of the Agreement, that Customer makes a down payment of the entire amount or part thereof upon request of Contractor or provides adequate security for the fulfilment of its obligations. Adequate security shall in any case mean: a payable, continuing bank guarantee provided by a Dutch first-rate bank in the amount of 110% of the amounts owed by Customer (100% of those amounts increased by a surcharge of 10% for interest).
- 10.7 In case the Services are non-recurring, Contractor shall have the right to demand an advance of at least 30% of the price prior to commencement of Services.
- 10.8 Payments by Customer shall be successively applied to:
 1. damage and (extrajudicial) costs (of collection);

2. default interest;
 3. the outstanding principal amount as invoiced.
- 10.9 In case the Services concern repairs of damage for which Customer is entitled to receive insurance payments, e.g. in case of cleaning of soot and cleaning services after a fire Customer shall upon request of Contractor cooperate in assigning its claims against insurers. This does not affect the obligation of Customer to pay to Contractor the outstanding claim inclusive of BTW (VAT) in case and to the extent that it is not covered by the insurance payment.

Article 11. Retention of title to Products.

- 11.1 In case Contractor sells Products to Customer, Contractor shall retain the title to such Products until these Products and any other current or future claims of Contractor against Customer as referred to in article 3:92 paragraph 2 BW have been paid.
- 11.2 Due to the retention of title Customer is obliged to store the products with due care and as the identifiable property of Contractor.
- 11.3 As long as the title to the Products has not passed to Customer it shall not pledge the Products or grant any right in respect of the Products to any third party. Further, Customer shall be prohibited from selling the Products unless it is customary as part of the regular operation of its business.
- 11.4 In case of failure in the performance of its obligations on the part of Customer or in case Contractor has a justified reason to fear that Customer may fail to do so, also in such cases as referred to in article 6:80 BW, Contractor shall have the right to demand the immediate release of the Products supplied subject to retention of title, without prejudice to its other rights. For that purpose Customer declares that it will immediately provide any relevant information from its accounts upon request of Contractor as desired at any point in time. Customer also declares that it will give Contractor access to the sites and buildings of its business upon request of Contractor in order to allow Contractor to verify whether the Products are still present in the stocks of Customer in order to take them back or transfer the title to the Products and establish a first-rank undisclosed pledge in respect of the Products.
- 11.5 After release of the Products Customer will be credited for the market value of the Products at that point in time, which will in no case be higher than the original price, less the costs of repossession and any other damage caused to Contractor.
- 11.6 In case the provisions of this article, in particular the obligation to release Products, are not complied with or are not complied with in a timely manner by Customer, Customer shall forfeit to Contractor, without any intervention of a court of law being required, an immediately due and payable penalty in the amount of € 10.000,- for each violation and € 500,- for each day at which the violation continues.
- 11.7 Customer now and for henceforth waives any retention rights in respect of the Products and shall not have the Products attached.

Article 12. Liability and CLI.

- 12.1 Contractor limits its corporate liability and liability for damage caused under the supervision of Contractor vis-à-vis Customer to compensation of direct (property) damage to Customer and third parties associated with Customer if such damage has been directly caused by the operation of its business and a (connected series of) attributable default(s) during the performance of Services. This liability for direct damage shall always be limited to the amounts paid in the circumstances concerned according to the liability insurer of Contractor (Cf. the maximum amounts of cover referred to in 12.4) or the amount referred to in article 12.5 in case payment does not take place, increased by any deductible for which Contractor is liable in accordance with the CLI.
- 12.2 Direct damage shall include - but is not limited to - any reasonable costs incurred in order to establish the cause and scope of damage; any reasonable costs incurred in order to ensure that the performance of Contractor will be in accordance with the Agreement as well as any reasonable costs to prevent or limit damage.
- 12.3 Contractor shall never be liable for indirect damage, which shall include but is not limited to: loss of profit, loss of savings, damage due to interruption of operations, for instance the inability to use any parts of the Object for a certain time, as well as other consequential damage or indirect damage caused by a failure in proper or timely performance on the part of Contractor, not including liability caused by intent or conscious recklessness on the part of Contractor as referred to in article 7:952 BW.
- 12.4 Contractor has taken out a CLI on the basis of which damage of Customer for which Contractor is considered liable in accordance with the CLI, has been insured in the following maximum amounts:
- In case of corporate liability – damage up to € 1.134.000,- per claim with a maximum of € 2.500.000,- in total of all claims per insurance year (less the deductible for each claim referred to in the CLI);
 - In case of damage to property in the care of but not owned by Contractor (caused to glass surfaces, interior, facades or floors being treated) – damage up to € 50.000,- per claim with a maximum of € 100.000,- per insurance year (less the deductible for each claim referred to in the CLI);
 - In case of loss of keys to an Object by Contractor – the costs of replacement of the keys up to € 25.000,- per claim with a maximum of € 50.000,- per insurance year (less the deductible for each claim referred to in the CLI).
- 12.5 In case no payment should be made under the CLI for whatever reason the total liability acknowledged by Contractor, however caused, shall be limited to the amount of damage which was anticipated by Contractor at the time of conclusion of the Agreement as a possible consequence of acts or omissions which would result in a payment obligation. The maximum amount hereof is always the amount of the net invoice value of the Services and – if the Agreement is a continuing performance agreement – the maximum amount shall be once the amount that was charged to Customer during the twelve months prior to the time at which the damage was caused.
- 12.6 Without prejudice to the above provisions the liability of Contractor for damage caused by the use of Products which Contractor has purchased from third parties, shall never extend beyond the liability of such third parties vis-à-vis Contractor.
- 12.7 In case asbestos is released as a result of the Services Contractor shall never be liable for any costs and/or damage caused by that.

- 12.8 A precondition for the existence of any right to damages shall always be that Customer notifies Contractor in writing of the damage without delay but no later than 14 days after which Customer has become aware or should reasonably have become aware of the damage.
- 12.9 Any legal claims must be instigated no later than 1 year after notification of the damage in a timely manner on penalty of forfeiture of all rights.
- 12.10 Contractor cannot invoke a limitation of its liability to the extent that damage is the direct consequence of intent or conscious recklessness on the part of Contractor.
- 12.11 Customer is obliged to take measures to limit damage. Contractor shall always have the right to remedy or limit damage by repairing or improving the Services performed.
- 12.12 The provisions of the previous paragraphs apply to both the contractual and non-contractual liability of Contractor vis-à-vis Customer.

Article 13. Non-solicitation

- 13.1 Unless after the prior, written consent of Contractor or a request such as referred to in article 15.1. Customer or companies affiliated to Customer shall be prohibited to employ any employees of Contractor or engage them in any other way, directly or indirectly, for the performance of Services for Customer or companies affiliated to Customer, during the term of the employment agreement of employees with Contractor or during the term of the Agreement and during six months after termination of the Agreement.
- 13.2 In case of violation of the previous paragraph Customer shall forfeit to Contractor, without any intervention of a court of law being required, an immediately due and payable penalty in the amount of € 3.000,- for each employee and € 500,- for each week during which the violation per employee continues.

Article 14. Reassignment of contract and employment

- 14.1 Contractor is obliged to comply with the CLA including the paragraph concerning reassignment of contract and the related transfer protocol. In order to comply with the obligations resulting from this Contractor will need information from Customer. For that reason Customer undertakes to consult with Contractor on a desired re-tender as early as possible, and in case of termination of the Agreement Customer shall observe the term of notice of at least 3 months or more as has been agreed. Immediately after the agreement has been awarded to the new cleaning company Customer shall also provide the information of the new cleaning company to Contractor so as to enable Contractor to fulfil its obligations under the CLA in a timely manner.
- 14.2 In case – in the event of reassignment of contract – the information (for instance on employees working in the Object) provided to Contractor by or as a result of an action on the part of Customer is significantly incorrect or was not provided in a timely manner, Contractor shall have the right to cancel the Agreement taking effect immediately without liability for damages, prior to commencement of the Services until no later than the 4th month after commencement of Services, provided that this information would have had the result that Contractor would not have concluded the Agreement or would have concluded it on different terms, the latter at the discretion of Contractor.
- 14.3 Customer cannot make Contractor liable for damage of whatever kind caused by the employees that have been taken over prior to the time of reassignment of contract; Contractor does not guarantee the quality and workmanship of the Services agreed which were performed by the employees that were taken over prior to the reassignment of contract.

Article 15. Takeover obligation in case of in-house procurement.

- 15.1 To the extent that Customer will perform the Services itself, i.e. in-house procurement, after termination of the Agreement with Contractor Customer shall upon request of Contractor offer the employees at the Object concerned an employment agreement; for this purpose the Parties now and for henceforth agree that this shall take place on the basis of the statutory provisions pursuant to article 7:662 et seq. concerning transition of the enterprise.
- 15.2 In case Contractor has purchased durable Auxiliary equipment for the Services at an Object during the 12 months prior to the in-house procurement of the Services at a joint gross purchase value of € 500,- or more, Customer shall be obliged upon written notification of Contractor, to take over that Auxiliary equipment at the book value at that point in time. The calculation of the book value shall take into account a depreciation of 5 years for scrubbing machines and 2 years for other types of equipment and machines.

Article 16. Force majeure, suspension and cancellation.

- 16.1 Force majeure ("non-attributable non-performance") is herein understood to mean: any circumstance, subjectively beyond the control of Contractor, due to which it is impossible or difficult in practice for Contractor to perform or continue to perform its obligations or part thereof, irrespective whether this circumstance could have been foreseen at the time of conclusion of the Agreement. In these Terms and Conditions Force majeure as referred to in the previous sentence is understood to include but is not limited to: death or absence of the owner-executive of Contractor or its employees, war, threat of war, terrorism, public unrest, riot, fire, water damage, natural catastrophes, epidemics, pandemics, outbreaks of bacterial infections and diseases such as listeria, salmonella (in the Object), release of toxic substances (in the Object), flood, strike, sit-downs, lock-outs, import and export restrictions, measures by the authorities, machine failure, interruptions in energy supply (in the Object), failure to obtain certain permits necessary for Services, interruption of operations and force majeure on the part of suppliers.
- 16.2 In case of Force majeure as referred to in paragraph 1 Contractor shall have the right to suspend performance of its obligations or part thereof during Force majeure circumstances and Customer shall not be able to demand performance, damages or cancellation on account of such suspension but shall remain obliged to settle the usual invoices for the Services agreed.
- 16.3 If the time of Force majeure and – due to that, the suspension as referred to above – is in excess of 4 weeks Contractor shall have the right to terminate the Agreement or part thereof without being liable for damages, on the understanding that, if Contractor has fulfilled part of its obligations prior to or after Force majeure occurred, Contractor shall be entitled to a proportionate part of the price.

- 16.4 Contractor shall also have the right to invoke Force majeure in case these events or circumstances occur after Contractor should have performed its obligations.
- 16.5 Without prejudice to the other rights granted to Contractor under the Agreement and/or these Terms and Conditions and/or by law, Contractor shall have the right to suspend its obligations in case:
- Customer does not, not properly or not in a timely manner comply with one or more of Customer's obligations resulting from the Agreement and/or these Terms and Conditions and/or the law;
 - Contractor has a justified reason to fear that Customer will fail to fulfil one or more obligations;
 - Customer has been declared bankrupt, Customer's bankruptcy has been applied for, Customer has been granted suspension of payment, preliminary or otherwise or such request has been submitted, a legal debt restructuring scheme has been declared applicable to Customer or has been applied for, or Customer loses control over its assets in any other way;
 - the company of Customer is liquidated;
 - Customer suspends the operation of its company or transfers control of its company to a third person.
- 16.6 Without prejudice to the other rights granted to Contractor under the Agreement and/or these Terms and Conditions and/or by law, Contractor shall have the right, in the cases referred to in paragraph 5 of this article, without the intervention of a court of law being required, to cancel the Agreement or part thereof by means of a written notification to Customer in case Customer – despite a demand to that effect – has failed to fulfil its obligations during eight days or fails to provide adequate security for the fulfilment of its obligations. For the purpose of these provisions and as the case may be "Customer" is also deemed to mean: "trustee in bankruptcy" or "administrator".
- 16.7 In case of cancellation of the Agreement or part thereof by Contractor pursuant to this article Contractor shall not be liable for any damages and all its claims against Customer shall become due and payable immediately and in full.

Article 16a Force majeure and unforeseen circumstances on the part of Customer

- 16a.1 In case Force majeure as defined in article 16.1 is invoked by Customer, Customer shall not, in any way or any case have the right to suspend or cancel the Agreement; even in case its performance is merely overly difficult in practice but still possible. Therefore Customer shall only have the right to invoke Force majeure pursuant to article 16.1 in case performance of the Agreement has actually become absolutely impossible. Under the Agreement such shall be the case only if an external circumstance or event as referred to in article 16.1 prevents Customer from having the Object cleaned or from settling payment of the customary invoices for Services. Only in those cases shall Customer have the right to suspend delivery of or payment for the Services or cancel that part of the Agreement that cannot be performed. In such cases cancellation and suspension of payment is permitted after three months have passed after Force majeure first occurred. Customer shall always invoke suspension of cancellation in writing, sent by registered post, describing and substantiating the Force majeure situation.
- 16a.2 If Customer does not see to payment on account of an unjustified invocation by Customer as referred to in the previous paragraph, Customer shall be in default and Contractor shall have the right, immediately after expiry of the due date (Cf. article 10) of the first unpaid invoice, without any notification being required, to:
- suspend its own Services pursuant to article 6:52 BW; and
 - claim interest and costs of collection as referred to in article 10;
 - terminate the Agreement and claim damages pursuant to article 6:265 BW, which will in any case include the contracted amounts owed until the date on which they originally became due;
- 16a.3 In case Customer wishes that the Agreement is changed, including e.g. suspension of payment or a reduction of the Agreement on account of unforeseen circumstances pursuant to article 6:258 BW (for instance by a pandemic that could not have been foreseen at the time of conclusion of the Agreement), Customer shall submit a request to that effect to a court of law. Contractor shall not be obliged to comply with such request unless such request has been granted by a court of law. Should a competent court of law actually grant such request submitted by Customer the Parties now and for henceforth agree that a court of law may only grant such request subject to the obligation that Customer will continue to pay for at least 60% of the Services for the remaining term of the Agreement. The remaining 40% will be for the account of Contractor. The Parties may make agreements on the consequences of invocation of unforeseen circumstances but may not exclude such invocation itself under the Agreement.

Article 17. Processing of personal data

- 17.1 For the purpose of performance of the Agreement it is necessary that the Parties process personal data within the meaning of the GDPR, including but not limited to: name, email addresses and telephone numbers. The Parties shall not have the right to use the personal data for purposes other than performance of the Agreement. In that case both Customer and Contractor will in principle be controllers within the meaning of the General Data Protection Regulation (referred to hereinbelow as: GDPR) with respect to the personal data provided to Contractor by or on behalf of Customer, unless Contractor can be considered data processor within the meaning of the GDPR.
- 17.2 In case Contractor acts as data processor within the meaning of the GDPR during performance of the Agreement a separate data processing agreement shall be submitted for signature, which agreement will comply with the legal requirements of the GDPR.
- 17.3 Each of the Parties shall at all times be subject to an independent obligation to comply with the GDPR and other applicable legislation and regulations as well as any applicable contractual or internal obligations with respect to the protection of personal data, including but not limited to implementation of appropriate protection measures, handling of requests of data subjects in a timely manner and informing data subjects with respect to processing of personal data.
- 17.4 The Parties mutually guarantee that, acting as controllers, they lawfully possess the personal data referred to in the first paragraph and are authorized to make that data available to the other Party. The Parties therefore indemnify each other from and against any claims of the data subjects concerned and any third parties with respect to the personal data, not being matters for which a controller itself is liable under the GDPR. As Parties which exchange data, both being controllers there is no statutory obligation within the meaning of the GDPR to make further arrangements in writing on the privacy of data subjects whose personal data is exchanged between the Parties.

- 17.5 To the extent that personal data is processed by the Parties for the purpose of the Agreement the Parties guarantee that this personal data is processed in a lawful, appropriate and careful manner in accordance with the GDPR. Technical and organizational measures shall be taken in order to protect the personal data against loss or any other form of unauthorized processing, taking into account the state of technology and nature of processing.
- 17.6 Either Party shall cooperate to the extent as possible and relevant in case a data subject submits a request to exercise his or her rights such as but not limited to the right of access, rectification, erasure, objection to the processing of personal data and a request with respect to transfer of the own personal data.
- 17.7 Either Party shall notify the other Party without delay and within the legal time limits in case of discovery of a data breach in which personal data is involved. After that the Parties shall keep each other informed of new developments concerning the data breach.
- 17.8 In case of a data breach the following information shall always be provided:
1. a detailed description of the data breach;
 2. type and kind of personal data involved in the data breach;
 3. the number of persons whose personal data is involved in the data breach;
 4. the identities of the persons involved in the data breach;
 5. measures taken in order to limit negative consequences for data subjects and remedy the data breach;
 6. the cause of the data breach;
 7. the duration of the data breach and time of occurrence.

Article 18. Term and termination of the Agreement.

- 18.1 Unless agreed otherwise the Agreement has been concluded for an indefinite term.
- 18.2 In case of an Agreement for an indefinite term termination cannot take place until after Contractor has performed the Services during 6 months, subject to articles 18.3. and 18.4.
- 18.3 The term of notice for Parties in case of an Agreement for indefinite term shall be at least 3 months, which term will commence:
- in case of termination by Contractor:
at the time at which the notice of termination was sent to Customer by Contractor by registered post.
 - in case of termination by Customer:
 1. in case Contractor participates in the new tender procedure:
at the time at which Contractor has received the notification as to who the new Contractor will be;
 2. in case Contractor does not participate in the new tender procedure:
at the time at which Contractor has received the termination sent by registered post, provided however, that at least 1 month of the term of notice shall be after that point in time at which the new Contractor or the decision to new in-house procurement has been received by Contractor.
- 18.4 The Parties may terminate an Agreement only by registered post, taking effect at the end of a calendar month or the end of the term in case of a fixed-term Agreement. Termination by Customer shall always include a statement of reasons.
- 18.5 A fixed-term Agreement cannot be terminated prematurely by Customer; likewise it cannot be terminated (cancelled) before Contractor has commenced performance of the Agreement Termination shall be effective at the end of the term, provided that Contractor has received the notice of termination at least 3 months in advance and subject to the provisions of article 18.4.
- 18.6 In case of premature or irregular termination (e.g. without observance of a term of notice) by Customer, Customer shall owe to Contractor the full price for the remaining term of the Agreement as agreed in the fixed-term Agreement or for the remaining term of notice as agreed in case the Agreement was concluded for an indefinite term. Further Customer shall owe in that case any additional costs already incurred by Contractor in connection with the Agreement, as well as the costs resulting from any cancellation of third parties engaged (such as, but not limited to any costs in connection with subcontracting). Further, Contractor shall be entitled to a compensation for the utilisation loss caused to Contractor.
- 18.7 In case Contractor terminates or cancels the Agreement Customer shall be entitled to Contractor's cooperation in the transfer of Services to third parties, provided that all invoices submitted have been paid. In case of intent or recklessness as referred to in article 7:952 BW on the part of Customer, due to which Contractor feels compelled to terminate, Customer shall not be entitled to such cooperation. In case of termination or cancellation Customer shall not have any right to damages.

Article 19. Repair clause in case of nullity

- 19.1 If any provision of the GTC or the underlying Agreement or part thereof is null and void and/or invalid and/or unenforceable due to any statutory provision, judgment by a court of law or otherwise, this shall not affect the validity of any other provisions of the GTC or the underlying Agreement.
- 19.2 If any provision of the Agreement or any part of the Agreement cannot be legally invoked, the remaining part of the Agreement shall remain in full force and effect, provided that the provision or the part that cannot be invoked, shall be considered modified in such a way that invocation thereof is possible, and the purpose of the original provision or original part as intended by the Parties will be maintained.

Article 20. Applicable law and dispute

- 20.1 The legal relationship between the Parties is governed by Dutch law.
- 20.2 Any disputes concerning the interpretation, performance and termination of the Agreement shall - to the exclusion of the civil court of law and appeal - be submitted to the arbitration board: 'Raad van Arbitrage voor de Schoonmaak- en Bedrijfsdienstenbranche'. The 'Raad van Arbitrage voor de Schoonmaak- en Bedrijfsdienstenbranche' will resolve the dispute in accordance with the arbitration regulation: 'Arbitragereglement voor schoonmaak- en bedrijfsdiensten'. Dispute resolution by the 'Raad van Arbitrage voor de Schoonmaak- en Bedrijfsdienstenbranche' shall suspend the possibility to consider the Agreement terminated on the basis of the facts that were the cause of the dispute that has arisen.

- 20.3 A dispute is considered to exist if either Party declares that such is the case.
- 20.4 Without prejudice to the provisions of 2 of this article Contractor may submit disputes concerning collection to the jurisdiction of a civil court of law. Except to the extent as prohibited by mandatory law the court of law in the place of Contractor or, in case of summary proceedings, the preliminary proceedings court of that court of law shall have exclusive jurisdiction at first instance in case of claims concerning an amount in excess of € 25.000,-. In deviation thereof Contractor shall at all times have the option to also submit a dispute concerning payment or a claim in an amount in excess of € 25.000,- to any other competent court of law. In case the dispute concerning payment or the claim concerns an amount of less than € 25.000,- exclusive of VAT, however, the competent court of law shall exclusively be the court of law designated as such by law.



Chapter B: Additional Terms and Conditions Glass cleaning, Facade Cleaning and Floor Maintenance.

Article 21. Additional payment terms concerning glass cleaning.

- 21.1 In case the Services concerning glass cleaning are performed in a frequency other than once a month, Contractor shall convert the fee to be charged for this into a monthly fee, which will be invoiced one a month, unless agreed otherwise by the Parties.

Article 22. Additional provisions concerning Auxiliary equipment and support of Customer.

- 22.1 Customer shall guarantee that – in case of Services concerning glass cleaning and facade Services at the exterior of the building - Contractor will be able to use the installations and facilities that have been installed to the building for the purpose of exterior work, free of charge. Customer also guarantees that those installations and facilities will function properly, failing which Contractor shall have the right to suspend its Services or charge the full price for the Services on account of loss of income, this at the discretion of Contractor, as Contractor cannot accept any replacement work.
- 22.2 Customer guarantees that the rooms of the Object in which floors must be cleaned, will be entirely cleared prior to commencement of the Services. In case that has not taken place and Contractor decides to clear the room itself, any extra time necessary for that shall be charged to Customer, unless Contractor and Customer have agreed otherwise in advance.

Article 23. Additional provisions concerning performance of the Agreement.

- 23.1 In case it appears, during performance of the Services, that certain sections of glass or sections of a facade cannot be reached by Contractor without any additional Auxiliary equipment, Contractor is not obliged to clean those sections until this extra Auxiliary equipment has been used. The costs of that extra Auxiliary equipment and the waiting time shall be borne by Customer, unless agreed otherwise in advance.

Article 24. Additional provisions concerning liability

- 24.1 In case of facade cleaning Contractor shall never be liable for damage to pointing unless in case of intent or recklessness as referred to in article 7:952 BW.
- 24.2 In case of the use of an aerial work platform in combination with Services not being periodical cleaning maintenance, Contractor shall never be liable for damage to planting, lawns, pavement, pipes, drainage pits and such, unless in case of intent or recklessness as referred to in article 7:952 BW.
- 24.3 In case of floor cleaning Contractor shall never be liable for damage to the floor by the performance of the Services in case the history of floor cleaning is unknown or if Customer has given specific instructions for cleaning to Contractor, as a result of which damage occurred.