

Table of contents

1.	Definitions
2.	Applicability
3.	Offers and the conclusion of the Agreement
4.	Secondment fee and expenses
5.	Prices, changes and additional work
6.	Payment
7.	Performance and deadlines
8.	Liability of Kleinveld
9.	Obligations of the Client
10.	Working conditions
11.	Working hours
12.	Calamities
13.	Incapacity for work
14.	Replacement
15.	Liability of the Client
16.	Force majeure
17.	Personal data
18.	Confidentiality
19.	Non-compete and non-recruitment clause
20.	Transfer of rights and obligations
21.	Termination by giving notice, suspension and termination
22.	Applicable law and disputes

1
Definitions

In these Delivery Terms and Conditions the following definitions apply:

Activities: all services to be performed by Kleinveld for the Client under an Agreement, including Secondment.

Secondment: the Activity whereby Kleinveld provides Personnel on behalf of its Client.

Kleinveld: Kleinveld Personeel B.V., the user of these Delivery terms and conditions.

Delivery Terms and Conditions: these delivery terms and conditions of Kleinveld.

Location: the place where the Personnel will perform the Work.

Client: any natural person or legal entity with whom Kleinveld enters into an Agreement or to whom Kleinveld makes an offer.

Agreement: the agreement concerning Activities, however named or referred to, between Kleinveld and the Client.

Party/Parties: Kleinveld and/or the Client.

Personnel: the employee(s), subordinate(s) and assistant(s) whom Kleinveld makes and/or will make available under the Agreement.

Work: the work performed by the Personnel under the Agreement, such as (among other things) operating, configuring, (dis)assembling and supervising (heavy) equipment for the vertical and horizontal transport activities of and by the Client.

2
Applicability
2.1

All offers and/or quotations and all Agreements of Kleinveld and its Client shall be exclusively governed by these Delivery Terms and Conditions. Once an agreement has been concluded with the Client on the basis of the Delivery Terms and Conditions, the Client agrees to the applicability of these terms and conditions to future and/or follow-up agreements and Activities with/of Kleinveld.

2.2

General (purchase) terms and conditions and other stipulations (derogating from the Delivery Terms and Conditions) used by the Client are expressly rejected by Kleinveld, even if they are referred to in offers, invoices and/or on stationery, unless these have been expressly accepted by Kleinveld in writing.

2.3

If any provision or any part of a provision of the Delivery Terms and Conditions is, for any reason, wholly or partly not binding, this will not affect the binding nature of the remaining provisions of the Delivery Terms and Conditions or of the remaining part of the provision concerned.

2.4

Kleinveld is entitled to unilaterally amend these Delivery Terms and Conditions. Amendments shall also apply to Agreements already concluded. Amendments shall be communicated to the Client in writing or by e-mail and shall enter into force thirty (30) days after such notification, unless another date is stated in the notification.

2.5

The Delivery Terms and Conditions also extend to third parties engaged by Kleinveld for the Secondment provided by Kleinveld.

3
Offers and the conclusion of the Agreement
3.1

All offers made by Kleinveld are without obligation, unless expressly stated otherwise. The offers of Kleinveld may not be multiplied or made available for inspection by third parties without the consent of Kleinveld. Kleinveld is at all times entitled to charge the cost of the offer/quotation to the Client.

3.2

The offer(s) and/or quotation(s) is (are) dated and valid as of that day for 30 days. Kleinveld is not bound by the period of validity of offer(s) and/or quotation(s) and may therefore revoke its offer(s) and/or quotation(s) at any time. After acceptance of Kleinveld's offer(s) and/or quotation(s), whether or not within the 30-day period, the offer can only be revoked by Kleinveld immediately.

3.3

Agreements (as well as amendments thereto) shall be established by written or electronic confirmation from Kleinveld and/or by acceptance of the offer(s) and/or quotation(s) by the Client, unless Kleinveld revokes its offer(s) and/or quotation(s) immediately after acceptance thereof by Client. Furthermore, an agreement is concluded when Kleinveld executes an order, in full or in part, given by the Client without prior confirmation. In that case, the Client shall always bear the risk for the performance of the (possibly multi-interpretable) Agreement and any resulting incorrect performance of the Activities.

3.4

For an Agreement for which, according to its nature and scope, no offer/quotation and/or order confirmation is sent, the invoice is deemed to reflect the Agreement correctly and completely, unless a written complaint is lodged within eight days after the invoice date.

3.5

All offers by Kleinveld are based on the information provided by the Client, the situation, including the presence or absence of objects, as described by the Client and/or as found visually upon the inspection, viewing or indication of the Location of the Work.

3.6

Drawings, technical descriptions, designs and calculations produced by the Personnel remain the property of Kleinveld. The aforementioned items may not be handed over or shown to third parties with a view to obtaining a comparable quotation. Nor may they be copied or otherwise multiplied. If no order is placed, these documents must be returned to Kleinveld within 14 days of a request to that effect by Kleinveld at the expense of the Client.

3.7

If an Agreement is concluded with two or more Clients, they shall be jointly and severally liable and Kleinveld will be entitled to performance of the entire Agreement vis-à-vis each of them.

4
Secondment fee and expenses
4.1

Kleinveld is entitled to the fully agreed secondment fee, plus the expenses incurred by Kleinveld in the context of the performance of the Agreement. The expenses associated with the performance of the Agreement shall be deemed not to be included in the fee, unless otherwise agreed in the Agreement.

4.2

Secondment fee is the amount owed by the Client to Kleinveld for Secondment of Personnel in a certain period and consists of the number of hours worked multiplied by the hourly rate or a fixed amount per period, excluding any surcharges, travel and accommodation costs and other expenses.

4.3

Kleinveld shall always be entitled to charge the expenses separately to the Client. The Client is under no circumstances authorised to suspend and/or offset its payment obligation in respect of the expenses.

- 4.4 Kleinveld is responsible for the payment of social insurance premiums, wage tax and turnover tax relating to the Secondment. Kleinveld indemnifies the Client against possible claims in this regard.
- 5 Prices, changes and additional work**
- 5.1 All prices mentioned in Kleinveld's offer are expressed in Euros (€) and are gross prices, exclusive of tax(es) and/or levies (including turnover tax and import and export duties) and environmental levies, unless explicitly stated and/or agreed otherwise.
- 5.2 The prices and other conditions are based on the type and scope of the Secondment and/or Work to be performed, as stated in the offer.
- 5.3 Kleinveld shall be entitled to increase the price in the event of price increases of cost-determining elements after the offer and/or quotation and/or between the time of the conclusion of the Agreement and its full performance, and irrespective of the foreseeability thereof. Cost-determining elements include, but are not limited to, cost increases resulting from increases or changes in wages, charges, taxes, duties, levies, as well as changes in exchange rates or laws. Such a price increase does not entitle the Client to terminate the Agreement. The price increase will apply to those parts of the Agreement that have not yet been executed.
- 5.4 Kleinveld is entitled to separately charge for additional work performed by the Personnel. Additional work is understood to mean any work performed by the Personnel in excess of the Work expressly laid down in the Agreement and/or the offer.
- 6 Payment**
- 6.1 Payments must be made within the payment term stated on the invoice and in any case fourteen days after the invoice date, unless otherwise agreed in writing, failing which the Client shall be in default by operation of law, without any demand or prior notice of default being required.
- 6.2 If the Client fails to pay any amount due by him on time, an interest rate of 1% per month shall be payable on the (invoice) amount from the due date of the invoice until the date of full payment.
- 6.3 All judicial and extrajudicial costs related to the collection of any claim against the Client shall be borne by him, without having to be notified by Kleinveld. The extrajudicial costs shall be at least 15% of the invoice amount(s), with a minimum amount of € 750.
- 6.4 If payment in instalments has been agreed, Kleinveld shall send the relevant instalment invoice to the Client on or after the occurrence of a payment term. The turnover tax payable by the Client to Kleinveld shall be stated separately.
- 6.5 Kleinveld is always entitled to demand a down payment or advance payment and/or the provision of security from the Client prior to (the performance of) Secondment, Work and/or additional work. Kleinveld also has this power during the term of the Agreement and in respect of follow-up agreements. If the Client does not comply with the request for down payment or advance payment and/or the provision of security, Kleinveld is entitled to terminate the Agreement, whereby Kleinveld shall be entitled to compensation. The Client cannot assert any rights regarding the performance of the Agreement before the requested down payment or advance payment and/or the provision of security has taken place.
- 6.6 The Client has the duty to immediately report inaccuracies to Kleinveld in payment data that have been provided or stated.
- 6.7 Payments made by or on behalf of the Client serve successively to pay the extrajudicial collection costs due, the judicial costs, the interest due and then, in chronological order of oldest in date, the outstanding principal sums, regardless of any instructions to the contrary from the Client.
- 6.8 Without Kleinveld's express permission, the Client shall not be permitted to suspend, to offset or to balance its payment obligation(s) vis-à-vis Kleinveld with any claim of the Client against Kleinveld for whatever reason. The Client may not invoke a right of retention against Kleinveld.
- 6.9 Complaints regarding invoices of Kleinveld should be submitted in writing within 8 days after the invoice date, failing which the invoice shall be deemed correct and complete and any claims against Kleinveld in this respect shall lapse.
- 6.10 If the Client fails to comply with any obligation under the Agreement and/or Delivery Terms and Conditions, all claims which Kleinveld holds vis-à-vis the Client shall become immediately due and payable, without any further notice of default being required, and Kleinveld shall also be entitled to suspend its (further) performance of all its obligations arising from the legal relationships with the Client.
- 7 Performance and deadlines**
- 7.1 Unless otherwise agreed in writing, secondment will commence after the Agreement has been concluded and after and as long as Kleinveld has all facilities necessary for the performance and all objects, documents, drawings, calculations, licences, exemptions, approvals, allocations and data necessary for the performance and/or to be provided by the Client, after the Client has provided information on the applicable safety measures and after any stipulated advance payment has been received by Kleinveld or security has been provided for Kleinveld's benefit.
- 7.2 Unless otherwise provided for in the Agreement, the Client is responsible for, and will arrange for, obtaining all permits, licences and other approvals necessary for the performance of the Work involving the use of the Personnel.
- 7.3 The time limits specified by Kleinveld within which the Secondment or the Work is to be performed are always approximate and do not apply to Kleinveld as strict deadlines, unless expressly stated otherwise in writing.
- 7.4 If the Agreement is amended or supplemented, the time limits within which the Activities are carried out, may be adjusted by Kleinveld.
- 7.5 In case of late performance of the Secondment or the Work, Kleinveld shall be in default only after a written notice of default.
- 7.6 If strict (performance) deadlines are exceeded, or in the event of default after written notice of default, the Client is not entitled to compensation and/or non-performance of any of its obligations under the Agreement, but only to request performance within a reasonable period set by the Client.
- 7.7 If the Secondment or the Work cannot be performed because the Client has not given Kleinveld sufficient opportunity to do so and/or because the Client has not provided Kleinveld with sufficient information and/or instructions necessary for the performance, the Client shall be in default by operation of law and all consequences thereof shall be for the Client's account. Kleinveld shall then be entitled to recover from the Client all damage it suffers as a result of not being able to perform the Activities or not being able to perform them on time.
- 7.8 In the event of force majeure, as well as if delays have been caused by the actions or omissions - culpable or not - of the Client or a third party, the time limits within which the Activities are to be performed will be extended by at least the duration of the delay.
- 8 Liability of Kleinveld**
- 8.1 Kleinveld is not liable for any damage caused by incorrect or unauthorised use, excessive load and/or inadequate maintenance of all objects originating from the Client by the client.
- 8.2 With the exception of the insurance excess, Client shall be fully liable and Kleinveld shall, under no circumstances, be liable for any event or series of events, losses, costs or damages, which fall or should fall under the coverage of Client's insurance(s).
- 8.3 Without prejudice to the limitations of Kleinveld's liability agreed elsewhere in these Delivery Terms and Conditions, Kleinveld's liability shall in all cases be limited to compensation only for direct damage in connection with an attributable breach of an Agreement and to a maximum of the amount paid out by its insurer and in any case limited to a sum of EUR 5,000,000.

- 8.4 Kleinveld shall not be liable for any form of indirect loss, including but not limited to consequential loss, for example consisting of direct or indirect trading loss, stagnation damage, delay damage, loss of orders and loss of profits. Kleinveld shall furthermore not be liable for penalty damage.
- 8.5 Furthermore, a failure on the part of Kleinveld shall only be attributable if there is intent or gross negligence on the part of an executive officer of Kleinveld.
- 8.6 The Client indemnifies Kleinveld against all claims of third parties, however called, related to the rental.
- 8.7 Any right to claim on the part of the Client, including for damage, shall lapse if the failure or damage is reported late and shall in any event lapse one year after performance of the Secondment or the Work, unless the Parties have agreed a different term by Agreement.
- 8.8 Kleinveld shall never be liable for the damage of the Client that was caused by acts or omissions of the Personnel that has been made available to the Client.
- 9 Obligations of the Client**
- 9.1 The Client shall provide Kleinveld with all data necessary for the performance of the Secondment which the client should understand are important for the performance of the Agreement and/or which Kleinveld, in its opinion, needs in order to correctly perform the Agreement, always in a timely manner and in the desired form and whether or not at Kleinveld's request.
- 9.2 Upon commencement of the Secondment, the Client informs the Personnel about the applicable regulations, prescriptions and/or house rules at the Client's premises and provides information about the specific characteristics and risks of the Location.
- 9.3 The Client provides the Personnel free of charge with all the goods, work clothing, personal protective equipment and other facilities required for the immediate performance of the Work.
- 9.4 The Client shall consult with Kleinveld if the following occurs:
 - planned changes to the Personnel's job and/or work or the de facto change in the (working) conditions under which the activity is performed;
 - facts and circumstances indicating impaired functioning of the Personnel;
 - facts and circumstances that could constitute an urgent reason for dismissal of the Personnel.
- 9.5 The Client is not allowed to employ the Personnel outside the Netherlands without Kleinveld's prior written consent.
- 9.6 The Client fully indemnifies Kleinveld for all damages, costs and losses (of third parties and/or the hired Personnel) arising from any act or omission of the Personnel.
- 10 Working conditions**
- 10.1 The Client is required to ensure a safe working environment for the Personnel that is made available to him and to ensure compliance with laws and regulations during the Agreement.
- 10.2 The Personnel should be considered as hired-in Personnel ("borrowed servant"). The Personnel shall carry out the work under the supervision, direction and control of the Client and in the name of the Client.
- 10.3 The Client shall be fully responsible for and ensure a safe working environment for the Personnel and compliance with the Dutch (safe and healthy workplace) legislation [*arbo*] and the applicable Dutch Collective Labour Agreement [*CAO*]. The Client shall indemnify, defend and hold the Contractor harmless against and in respect of all claims, demands, actions and proceedings alleged and/or instituted against Kleinveld and/or Personnel in respect of any event, loss, costs, fines or damage for which Client is responsible under this article.
- 11 Working hours**
- 11.1 During the performance of the Work, the Personnel shall observe (as much as possible) the working hours of the Client.
- The applicable Collective Labour Agreement and the other employment terms and conditions of the Personnel shall be taken into account.
- 11.2 For work performed at hours for which an additional payment applies under the Collective Labour Agreement and/or other employment terms and conditions of the Personnel (at Kleinveld's), the Personnel shall be entitled to compensation for the extra hours worked. The additional payment for overtime, shift work and work at irregular hours shall be charged separately by Kleinveld to the Client.
- 12 Calamities**
- 12.1 The Client shall immediately report any accident or near-accident involving Personnel to Kleinveld and, if required, to the Labour Inspectorate.
- 12.2 If, in urgent cases, the Personnel has to immediately stop their Work for the Client - regardless of the reason - the Client must report this forthwith in writing to Kleinveld.
- 13 Incapacity for work**
- 13.1 In case of incapacity for work of the Personnel, the Client shall continue its payment obligations to Kleinveld, as long as and to the extent these costs are for Kleinveld's account pursuant to the employment contract between Kleinveld and the Personnel and as long as the Agreement has not been validly terminated.
- 13.2 Kleinveld shall develop activities with a view to reintegrating the Personnel, in principle and as quickly as possible, in the Client's work process. Insofar as necessary, the Client shall lend its full cooperation in this respect.
- 13.3 The occupational health care and medical assistance will be provided by the occupational health and safety service [*Arbodienst*] during the Secondment at Kleinveld's expense.
- 13.4 The client indemnifies Kleinveld against claims of the Personnel against Kleinveld in respect of incapacity for work caused by an accident at work in the course of performing work for the Client.
- 14 Replacement**
- 14.1 Kleinveld is not obliged to replace the Personnel in the event of (temporary) inability to perform, illness or leaving the employment. Kleinveld is not liable for any damage of whatever nature or extent suffered by the Client as a result of the aforementioned impediments to perform.
- 15 Liability of the Client**
- 15.1 The Client is responsible, inter alia, for the (content, accuracy and suitability of the) designs, drawings, calculations, specifications, data, items and materials provided by him or on his behalf, as well as for the orders, instructions and instructions given by him or on his behalf. The Client indemnifies Kleinveld against claims by third parties in connection with the aforementioned information, data and decisions.
- 15.2 The Client guarantees that the equipment and other goods belonging to him with which and/or on which Work is performed by the Personnel are safe and suitable for that Work.
- 15.3 The Client is liable for all damage resulting from defects in equipment, goods and resources made available by him to the Personnel.
- 15.4 The consequences of complying with statutory regulations or government decisions that come into force the day after the day of the offer, are for the account of the client.
- 15.5 All costs and/or damage resulting from circumstances which Kleinveld did not, in all fairness, have to take into account when entering into the Agreement, will be for the account of the Client.
- 16 Force majeure**
- 16.1 In the event of force majeure on the part of Kleinveld, Kleinveld shall be entitled – at its discretion – either to suspend the performance of the Agreement for the duration of the force majeure, or to terminate the Agreement in whole or in part,

	such without judicial intervention and without Kleinveld being obliged to pay any compensation.	19.2	The client shall owe Kleinveld an immediately due and payable penalty of EUR 50,000 if the Client breaches its obligations under this article, which penalty may be claimed in addition to alternative and additional compensation under the law.
16.2	Force majeure is defined as any circumstance beyond Kleinveld's control - even if it could be foreseen when the Agreement was concluded - which permanently or temporarily prevents the fulfilment of the Agreement or makes it difficult, including, insofar as not already included, illness or (temporary) impediment of the Personnel, war, flooding, epidemics, revocation of licences, strikes, unworkable days due to (extreme) weather conditions (such as high winds) and other similar events and/or serious disruptions in Kleinveld's business. This applies regardless of whether the circumstances causing the force majeure occur in the Netherlands or in another country.	20	Transfer of rights and obligations
		20.1	The Client is not permitted to pledge, sell or transfer the rights and obligations it has under the Agreement to a third party, except with the prior written consent of Kleinveld.
		20.2	At any time, Kleinveld is permitted to pledge its rights under the Agreement, or to sell or transfer them to a third party.
16.3	If the force majeure arises while the Agreement has already been partly performed, the Client shall, if the remaining delivery (of the goods and/or services) is delayed by more than three months due to force majeure, be entitled either to keep the part already delivered and pay the part of the agreed price that is due, or to terminate the Agreement in respect of the part already performed, subject to the obligation to return for his account and risk what has already been delivered, but only if the Client can prove that the part already delivered cannot be used effectively as a result of the delay in the delivery of the remaining part.	21	Termination by giving notice, suspension and termination
		21.1	Without prejudice to the provisions elsewhere in these Delivery Terms and Conditions, Kleinveld shall be entitled to terminate the Agreement, without being liable for compensation and/or without having to observe a period of notice, if the labour agreement between the Personnel and Kleinveld is terminated.
		21.2	Kleinveld has the right to terminate the Agreement by giving notice at any time without the need for a substantial reason. Notice of termination by Kleinveld must be given in writing.
17	Personal data	21.3	The Agreement may be terminated by giving notice by the Client with due observance of a reasonable period of time and by means of a written and registered notice addressed to Kleinveld, which must state the substantial reason for the termination, as well as the date as of which the termination is to take effect.
17.1	In performing its obligations under the Agreement, the Client shall comply with all applicable laws and regulations regarding the protection of personal data. The Client shall treat personal data confidentially in accordance with the Dutch General Data Protection Regulation [<i>Algemene Verordening Gegevensbescherming</i> (AVG)] and related laws and regulations. The Client does not require any data from Kleinveld that Kleinveld is not permitted to provide under the relevant laws and regulations. The Client is responsible for the further processing of the data provided by Kleinveld.	21.4	Kleinveld is entitled to the agreed payment in full if the Agreement is terminated before the Secondment and/or the Work is/are completed or the time for which it was granted has expired, unless the premature termination is attributable to circumstances for which Kleinveld is responsible.
17.2	The Client is responsible for ensuring that personal data are only provided to Kleinveld if and insofar as the Client is entitled to do this and has obtained any necessary consent from the persons concerned. The Client shall inform a third party of any personal data registered about him or her and the manner in which, when and for what purpose such data will be processed.	21.5	The above does not affect the Client's obligation to fully reimburse all expenses incurred by Kleinveld.
17.3	The Client indemnifies Kleinveld against any claims by its employees or other third parties against Kleinveld in connection with a violation by the Client of the provisions of this article and reimburses any related costs incurred by Kleinveld.	21.6	Furthermore, in the following cases Kleinveld shall be entitled, without notice of default and without judicial intervention, either to suspend the performance of the Agreement or to terminate it in whole or in part, without being liable for any compensation or having to provide a guarantee and without prejudice to its other rights: <ul style="list-style-type: none"> o if the Client fails to comply with any of its obligations arising from the Agreement concluded with Kleinveld or any Agreement related thereto; o if there are good reasons to fear that the Client is not or will not be able to comply with its obligations vis-à-vis Kleinveld; o in case of bankruptcy, suspension of payments, shutdown, liquidation, guardianship order or full or partial transfer of the Client's company, including the transfer of part of his receivables.
18	Confidentiality	21.7	In each of the cases mentioned in the previous paragraph, all claims of Kleinveld against the Client shall be immediately due and payable in full, the Client shall be obliged to immediately return the property of Kleinveld and Kleinveld shall be entitled to gain access to the grounds and buildings of the Client and to enter these, in order to take possession of the property in question. All costs involved and damages suffered by Kleinveld as a result thereof shall be for the account of the Client.
18.1	The Client undertakes to keep confidential all confidential information obtained from Kleinveld in the context of the Agreement. Information shall be considered confidential if this has been communicated by Kleinveld to the Client or if it arises from the nature of the information. Offers, proposals, quotations and the Agreement (as well as prices and rates mentioned therein) are always confidential in nature. In case of breach of confidentiality, the Client forfeits an immediately payable fine of € 10,000 per event, without prejudice to Kleinveld's other rights under the Agreement and the Delivery Terms and Conditions, including the right to claim (additional) damages.	22	Applicable law and disputes
18.2	Kleinveld has the right to use the Client's name as a reference and to publicly disclose it as such.	22.1	All legal relationships between Kleinveld and the Client shall be governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods [<i>Weens Koopverdrag</i>] and foreign laws is expressly excluded.
19	Non-compete and non-recruitment clause	22.2	The Dutch text of the Delivery Terms and Conditions shall always be decisive for its interpretation.
19.1	Subject to Kleinveld's prior written consent, the Client and its affiliated companies and/or natural persons shall refrain, for a period of two years after the end of the Agreement, from approaching Kleinveld's Personnel directly or through the mediation of third parties and from making offers to them to induce them to conclude a (labour) agreement with the Client or to terminate the labour agreement with Kleinveld. In addition, the Client shall refrain from employing the Personnel after the end of the Secondment or using them for the benefit of the company on any basis other than via Kleinveld. The Client guarantees that companies affiliated to it shall refrain from the same conduct.	22.3	All disputes arising from or in connection with the Agreement(s) and/or these Delivery Terms and Conditions shall be subject to the jurisdiction of the competent court in the District Court of Noord-Nederland, location Assen.

