



TERMS & CONDITIONS OF WSP NEDERLAND B.V.

ARTICLE 1 DEFINITIONS

In the present Terms & Conditions:

- a) 'WSP' means WSP Nederland B.V., established in Breda (Netherlands), and listed in the Commercial Register of the Chamber of Commerce under number 20045963;
- b) 'Client' means any natural person or legal entity that enters into negotiations and/or forms contracts with WSP in connection with the provision of services by WSP;
- c) 'Contract' means the signed document describing and recording the services on which WSP and the Client have agreed;
- d) 'Services' are the work that WSP carries out under the Contract, also referred to as 'Commission', and as described in the Contract;
- e) 'DNR 2011' means The New Rules 2011, Legal relationship client-architect, engineer and consultant DNR 2011
- f) DNR 2011 is deemed to form an integral part of the present Terms & Conditions. Its applicability is recorded in the Contract;
- g) 'Third Party' means any natural person or legal entity acting and/or advising and/or issuing instructions for and on behalf of the Client;
- h) 'Terms & Conditions' are the general terms and conditions that WSP has drawn up, as recorded in the present document;
- i) 'Offer' means an offer within the meaning of Article 217 of Book 6 of the Dutch Civil Code (*Burgerlijk Wetboek*), also referred to as 'Proposal' in these Terms & Conditions;
- j) 'Business Days' are all days of the calendar with the exception of weekends and commonly observed Dutch public holidays within the meaning of Article 3(1) of the Dutch General Extensions of Time Limits Act (*Algemene Termijnenwet*).

ARTICLE 2 CONTRACTS, SCOPE OF APPLICABILITY, OFFERS

1. These Terms & Conditions apply to all Offers from WSP and to all Contracts that it forms and the resulting work delivered and performed, to the exclusion of the Client's terms and conditions.
2. By granting a Commission, the Client accepts these Terms & Conditions.
3. Where the Commission is granted by a Third Party on the Client's behalf, that Third Party warrants that the Client has had sufficient opportunity to familiarise itself with these Terms & Conditions and has accepted them, failing which the Third Party is bound by these Terms & Conditions as if the Third Party were in fact the Client. In that situation, both the Client and the Third Party are jointly and severally liable in respect of WSP for all obligations resulting from the Commission.
4. Offers based on the rates that apply on the date of the Offer remain valid for three (3) months after that date. Beyond that three-month period, all additional costs resulting from rate increases will be charged to the Client.
5. All Contracts are also governed by the terms laid down in DNR 2011.
6. Where reference is made to an applicable and valid framework agreement, it must be specified as such in the Contract. WSP is not obliged, and cannot become obliged, to make the Client an Offer that falls under the applicability of that framework agreement.

7. The Client is deemed to be familiar with DNR 2011 and its annexes. Those rules can be obtained by following [this link](#).
8. Any derogations from these Terms & Conditions only have binding effect on WSP if WSP and the Client have agreed on those derogations in writing and they are recorded in the Contract.
9. If any provision in these Terms & Conditions is found or declared to be void, the remaining provisions will retain their full force and applicability. WSP will then consult with the Client in order to agree on new provisions to replace any provisions that have been found or declared to be void, while observing the purpose and scope of the original provisions as much as possible.

ARTICLE 3 DESCRIPTION OF THE WORK

1. The substance of the Commission is determined by the description of the work given in the Offer and/or the confirmation of the Commission, in addition to all amendments and/or additions that are subsequently made in mutual consultation and as described in the Contract.
2. Unless the Offer or the confirmation of the Commission explicitly states otherwise, and the Contract so specifies, any and all additional work will be charged separately. Additional work as meant here includes, but is not limited to, removing road surfacing or paving; identifying the location of cables, pipes, obstacles and other obstructions and/or removing them; digging and demolition work; removing polluted soil; making repairs to sites, roads, cables, pipes, bridges, fencing, buildings and similar objects.
3. All electrical energy that is needed for measurement setups will be drawn from the Client, for the Client's expense. The Client will make the necessary electrical connections available within a distance of 25 metres from the measurement setup.

ARTICLE 4 PRICES AND RATES

1. The price given in the Offer is fixed and denominated in euros. The price is deemed to cover the costs that are needed to provide the Services.
2. It is possible for separate written arrangements to be made that specific Services will be performed on the basis of actual cost, at contractual unit prices agreed in advance.
3. The applicable and contractual prices and rates are recorded in the Contract.

ARTICLE 5 INDEXATION

1. How and in what manner prices and rates recorded in the Contract may change as a result of indexation is recorded in the Contract, or in the valid and applicable framework agreement, as appropriate.
2. If and in so far as neither the Contract nor the framework agreement contain any arrangements about indexation, indexation is governed by the provisions of the following clauses of this Article 5.
3. Prices and rates are indexed according to the information published by Statistics Netherlands. The data for 71 Architectural and Engineering Firms are leading, with reference year 2015 =100, hereinafter referred to as: 'source'.
4. If and in so far as Statistic Netherlands modifies the source for indexation as defined at 2, the subsequent source established by Statistics Netherlands or the adjacent source identified by Statistics Netherlands will be used.
5. Indexation cannot cause prices or rates to drop below the values recorded in the Contract or framework agreement.
6. The moment for annual indexation is set at 1 January.
7. WSP will inform the Client in writing of the new prices and rates.



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8. While the Contract is in place, WSP may apply indexation retroactively to past periods that fall under the Contract's scope of operation.

ARTICLE 6 UNFORESEEN CIRCUMSTANCES

1. In the event of a pandemic, war, civil unrest, riots, flooding, earthquakes or other disasters, and in the event of a shortage of auxiliary materials or fuels, strikes, lockouts, business interruptions, government action, traffic disruptions, anomalous weather conditions, explosives, archaeological finds, pipelines and similar circumstances – regardless of whether these take place at WSP or at WSP's suppliers or transport companies – WSP is entitled, without needing to first apply to the courts, to suspend its performance of the Contract or to declare all or part of the Contract to be rescinded, without WSP being obliged to compensate any loss or damage suffered by the Client or Third Parties.
2. The Client must compensate WSP for the work that WSP has performed, including the costs incurred in connection with the performance of the Services until the moment of suspension or declaration of rescission.

ARTICLE 7 LICENCES, PERMITS, AUTHORISATIONS AND EXEMPTIONS

1. Unless otherwise arranged and recorded in the Contract, the Client gives WSP and the third parties whose services have been engaged with the Client's approval the warranty, for its own risk and expense, that it will obtain on time and retain real rights such as licences, permits, authorisations, exemptions and/or consent as required for the work to be performed, and for the use of access roads to the site and for entry onto the actual site.
2. The Client carries all consequences and costs (costs of waiting periods and additional transportation, penalties, fines, compensation for loss or damage and similar) that result or ensue if the licences, permits and/or consent described at 1 are not available on time.

ARTICLE 8 TRANSPORTATION

1. Machinery, tools, equipment and measuring instruments will be transported to and from the work location for WSP's expense, provided that the survey points can be accessed using the usual commonly used equipment and provided that their necessity and presence results from a Contract formed by WSP.
2. If special measures need to be taken to access the survey points, the associated costs will be passed on to the Client.

ARTICLE 9 MATERIALS AND EQUIPMENT

1. If and in so far as it emerges that it is necessary and desirable (as determined by WSP), either for the proper performance of the work, as a result of unforeseen and/or altered circumstances, or as a consequence of new information and/or goals and objectives, to use materials and/or equipment in addition to the arrangements recorded in the Contract, the associated costs will be passed on to the Client in their entirety.
2. Additional materials and equipment include, but are not limited to, hoisting and transport equipment, measuring and control instruments and devices for surveying and measuring soil, air and water.
3. The materials and equipment as meant in this Article 9 may belong to, and be used by, either WSP or third parties.
4. The Client may not withhold its consent or approval for this, on grounds of reasonableness and fairness.

5. The Client will give WSP and/or third parties use of materials and equipment supplied by and/or on behalf of the Client 'free of charge', for use in the performance of the work. Where necessary and appropriate, the Client will then also provide the accompanying instructions for their use, or else personnel qualified to use and operate the materials and equipment will be provided by the Client, and in the Client's name.

ARTICLE 10 OBSTRUCTIONS

1. Unless the Contract states otherwise, before the fieldwork commences the Client will gather data that the various utility companies possess about the location of cables and pipelines at the survey site, except for residential service cables and pipes. This data may not be gathered more than three (3) months before the date on which the work commences.
2. Unless otherwise arranged and recorded in the Contract, it is the Client's responsibility to provide the data about the location of other cables and pipes at the survey site as described at 1 in this Article 10.
3. If it emerges while the work is being carried out that obstructions are present in, on or above the ground, such as paving, stones, stone layers, wood, cables, pipes, explosives and similar objects, that render it impossible to carry out or continue the work in the normal manner, WSP is entitled to abandon the survey point and carry out the work again at an alternative survey point in the immediate vicinity, in so far as this is possible and appropriate within the objectives of the Contract. The associated costs will be for the Client's expense.
4. If the Client requires the work to be continued despite the obstructions, all costs, such as the costs of removing obstructions, the use of heavier machinery or drilling equipment than foreseen when the Commission was confirmed, waiting times and similar costs, will be for the Client's expense, as will any loss or damage resulting from unintentional and accidental hitting of cables or pipes.
5. If it emerges while the work is being carried out that the soil is more polluted than was or could be foreseen when the Commission was confirmed, and if that pollution necessitates additional safety measures, all costs of those measures will be for the Client's expense.
6. If very serious pollution is established, WSP is entitled, without needing to first apply to the courts, to suspend the performance of the Contract or to declare all or part of the Contract to be rescinded, without WSP being obliged to compensate any loss or damage incurred by the Client or Third Parties.
7. The Client must compensate WSP for the work that WSP has performed until the moment of suspension or declaration of rescission, and for all personal injury and/or material damage.

ARTICLE 11 SAFETY AND ACCESS

1. The Client will ensure that WSP and/or third parties have free access, without interference, to the Client's industrial sites, business premises and work sites in order to carry out the contractual Services.
2. If additional safety and access measures and/or restrictions are in place (whether based on the law or on another basis) at the location where the work is to be carried out, the Client must inform WSP and its staff accordingly before the work commences. Where necessary, the Client will provide instructions, in writing and in person, about the applicability of terms, conditions, conduct, forms of behaviour, traffic rules and associated tools, and all matters that can and will ensure the safety of WSP and its staff, with due observance of



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any guidelines and/or rules that have been imposed for that purpose.

3. Although Dutch is the common language for the day-to-day work, where necessary the Client must take measures to ensure optimum and uninterrupted communication with non-Dutch speakers, where this is important for and in the performance of the work. Loss or damage that can be shown to have resulted from miscommunication caused by language differences – whether on technical or work-related matters – is entirely for the Client's risk and expense.
4. If the Client is of the opinion that a spoken and written command of a language that is not Dutch is desirable, necessary or required for the performance of the work, the Client must inform WSP accordingly with sufficient advance notice.
5. If the Client does not inform WSP accordingly until after the Contract has been signed, WSP is entitled, without needing to first apply to the courts, to suspend the performance of the Contract or to declare all or part of the Contract to be rescinded, without WSP being obliged to compensate any loss or damage incurred by the Client or Third Parties.
6. If it emerges that the location where the Commission is being or is due to be carried out is or has become unsafe, or if the Client can no longer guarantee safety, WSP reserves the right to leave the location and report this after the departure. WSP will inform the Client in writing of the departure from the location, after that departure. Any associated costs, and any resulting costs, including the additional costs that need to be incurred to as yet be able to perform the Commission, will be for the Client's expense.

ARTICLE 12 WARRANTIES

1. In the event of a difference of opinion concerning data gathered by WSP, WSP agrees to carry out a new survey. The costs of that survey will be for the expense of the party that is proved to have been wrong.
2. WSP is not liable for conclusions that others attach to data supplied by WSP.
3. The reported data may be used only for the purpose for which they were gathered according to the description of the Commission. Any use of the data for other purposes by the Client or Third Parties is for the user's own risk.

ARTICLE 13 LIABILITY

1. WSP is not liable for work that is carried out by staff not employed by WSP who have been added at the Client's request.
2. WSP cannot accept any liability for damage to vegetation, barriers, paving, roads, bridges, fences, buildings or similar objects, nor for damage to cables or pipes as described in Article 6(2), if WSP was not informed about their location, or was not informed correctly.
3. WSP warrants that the work that it carries out will be performed with due expertise. In so far as it is established after the fact that the results obtained contain errors or inaccuracies, any and all statutory or contractual liability that WSP has in respect of the Client or Third Parties as a result of or in connection with the Commission is limited to the amount for which WSP accepted the Commission in question, except where the liability is attributable to intent or gross negligence on WSP's own part. WSP is in no instance liable for indirect loss or damage.
4. Any and all liability on WSP's part is excluded for loss, damage, nuisance, errors, omissions, misinterpretations of data and similar events resulting from incorrect information that the Client supplied to WSP.

5. WSP is not liable for loss or damage caused by pump malfunctions when taking wastewater samples.

ARTICLE 14 CONFIDENTIALITY

1. WSP will not in any instance share details of a Commission with Third Parties without the Client's consent.

ARTICLE 15 JOB SHEETS FOR RECORDING TIME

1. If and in so far as it has been agreed that the time spent on the performance of the work will be registered using job sheets, this will be recorded in the Contract, with details of how this will be done.
2. The Client undertakes in respect of WSP to review all job sheets submitted by WSP for approval within 10 Business Days counted from the date on which WSP issued the job sheet.
3. If the Client identifies any shortcomings in the job sheet, it will notify WSP accordingly within the period described above at 2.
4. The Client is obliged to review job sheets within the shortest possible time, and WSP undertakes to submit its job sheets to the Client on time and in the manner described.

ARTICLE 16 INVOICING AND PAYMENT

1. If neither the Offer nor the Contract contains any arrangements about invoicing, WSP is entitled to bill 50% of the contractual price when the Commission is confirmed.
2. Invoices must be paid within 30 days after the date of the invoice unless WSP's written confirmation states otherwise.
3. Any disagreements about invoices must be communicated in writing, with an explanation of the disagreement, within 8 Business Days after receipt of the invoice. After that period has passed, WSP will consider the invoice to have been accepted without disagreement.
4. If the Client misses a payment deadline, it will owe WSP interest (without any reminder, demand for payment or notice of default being required) at a rate of 2% on top of the statutory interest rate, counted from the day on which the Client was first in default until the day on which the invoice is paid in full, plus all costs, both the judicial and the extrajudicial collection costs, subject to a minimum of 15% of the total principal amount owed for the invoice.
5. If the Client misses a payment deadline, WSP will be entitled (without giving notice of default or first applying to the courts) to suspend its work or else consider the Contract to have been rescinded, in which case the Client will be obliged to compensate all existing and future loss or damage incurred by WSP, subject to a minimum of 25% of the contractual price.

ARTICLE 17 OWNERSHIP

1. All reports prepared by WSP are subject to copyright.
2. If the Client or a Third Party wishes to publicly release any of these reports, they require WSP's consent.
3. WSP will be deemed to have given that consent if the costs charged to the Client by WSP have been paid in full.
4. Unless other arrangements have been made in writing, the Client retains ownership of the samples that it supplies and that were gathered at its instructions. The Client will bear the expense of disposing of samples that the Client does not ask to be handed over at the end of the contractual retention period, unless other arrangements have been made.



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ARTICLE 18 CANCELLATIONS

1. If the Client cancels all or part of a Commission that has already been confirmed, the Client will be obliged to compensate WSP for all costs that it has incurred with a view to performing the Commission.
2. Notice of cancellation must in all instances be given in writing.
3. In addition to the costs incurred by WSP, if the Client cancels all or part of a Commission, compensation will also be owed for loss of profit and other loss or damage that WSP incurs as a result of the cancellation, subject to a minimum of 25% of the total value of the Commission.

ARTICLE 19 PREVAILING TERMS

Where any conflict exists between the Contract and these Terms & Conditions, the arrangements made in the Contract will prevail.

ARTICLE 20 DISPUTES AND GOVERNING LAW

1. All disputes and claims that arise between WSP and the Client in connection with a Contract will be referred to the judgement of the competent civil court in the place of the WSP branch that received the Commission.
2. All Contracts formed by WSP are governed by Dutch law, even where the actual work is carried out outside the Netherlands.

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Breda, 1 January 2021

H.W.J.A van den Broek