

## **WJ Projects – general terms and conditions for the contracting of work**

### **1. Definitions**

**Contractor:** the party with which WJ Projects enters into agreement as a contractor or subcontractor of WJ Projects.

**Article:** an article of these general terms and conditions for the contracting of work (the ‘General Conditions’).

**WJ Projects:** WJ Projects B.V., a private limited company with registered office and principal business address in Amsterdam, registered in the Netherlands Chamber of Commerce under number 37163229 or other existing or future group company as defined by Book 2 Article 24b of the Dutch Civil Code.

**Contract:** a contract for work in which WJ Projects acts as principal or client of the Contractor.

**Work:** the carrying out of work or performance of the agreed service in accordance with the specifications set out in the Contract.

**Parties:** the Parties to the Contract.

### **2. Scope**

2.1 Unless otherwise agreed in writing by the Parties, these General Conditions apply to all Contracts between the Contractor and WJ Projects, and all juridical acts relating to the formation of a Contract.

2.2 In the event of any conflict between the terms of these General Conditions and a Contract, the provisions of the Contract will take precedence.

2.3 The Contract should stipulate the company that will contract with the Contractor on behalf of WJ Projects. The Contractor cannot exercise any rights against any other company unless expressly agreed otherwise in writing.

2.4 Insofar as the Contractor has its own general terms and conditions, these are expressly stated not to apply to any Contract unless the said general terms and conditions are expressly accepted by WJ Projects.

2.5 No exceptions to these General Conditions are binding unless and insofar as they have been expressly stated in writing to be binding by WJ Projects. An express written acceptance by WJ Projects relates only to the specific Contract for which WJ Projects has accepted the exception.

### **3. Forming of a Contract**

3.1 A Contract is only formed by the express acceptance of authorized representatives of WJ Projects.

3.2 Exceptions or changes to the Contract are only binding if they have been agreed in writing between the Parties.

### **4. Contract price**

4.1 The contract price for the Work is stipulated in the Contract, net of VAT, and is fixed to the end date, unless agreed otherwise in writing in the Contract. It is expressly stated that the provisions of Book 7 Article 753 of the Dutch Civil Code do not apply.

4.2 The contract price includes, but is not limited to, the costs for travel and transportation, necessary tools and equipment, storage spaces, proper work clothing, personal safety equipment, equipment for dust extraction, insurance policies, and related costs.

The costs related to the offers made by the Contractor are at the expense of the Contractor.

4.3 VAT is charged in accordance with the statement of the Inspector of Taxes, and must be stipulated in the invoice, quoting VAT number NL822262150B01.

4.4 WJ Projects will pay the contract price stipulated in the Contract within 30 days of receipt of an invoice from the Contractor and following approval of the part of the Work performed that relates to that invoice in accordance with the terms of the Contract. The amounts invoiced each week should be the same unless in the relevant week a sufficient amount of extra Work has been performed that a higher amount may be invoiced for that week. The written approval of the Board of WJ Projects is required in each such situation. If in any period for any reason the Contractor has not carried out any, or only a small part of the Work for WJ Projects, the Contractor will reduce the amount invoiced for that week accordingly. The final instalment constitutes a maintenance payment and is not payable until the Work identified in the pre-delivery inspection report has been performed by the Contractor.

4.5 For the purposes of Book 6 Article 119a of the Dutch Civil Code the Contractor must first serve WJ Projects with written notice of default.

4.6 Contract changes may only be carried out on the prior written instruction or approval of WJ Projects. The costs of any extra work or deductions for any reduction in work may only be added/deducted with the approval of WJ Projects.

4.7 Apart from payment of the instalments of the contract price, the Contractor has no other claim to payment from WJ Projects under the Contract, unless the Contractor is entitled to charge exceptional expenses to WJ

Projects. WJ Projects will compensate the Contractor for exceptional expenses related to the performance of the Work only if and insofar as the Contractor has obtained the prior consent of WJ Projects, WJ Projects has given this consent in writing, and the Contractor supplies a breakdown of these costs.

## 5. Obligations of the Contractor

5.1 The Contractor must perform the Work described in the Contract properly and in accordance with the work plan and schedule that may be changed from time to time by WJ Projects. These documents are at all times available for inspection by the Contractor at the offices of WJ Projects.

5.2 The Contractor undertakes only to perform the Work on the basis of, and in accordance with, statutory regulations, governmental decrees, public-services regulations, and network managers, and in accordance with the requirements to perform a contract with proper skill and care having regard to matters including, but not limited to, provisions governing quality, the environment, safety, child labour, health, and working conditions.

5.3 The Contractor must, where required, perform the Work in accordance with the plans supplied by, and approved by, WJ Projects. The Contractor should consult with WJ Projects concerning the performance of the Work and all matters connected thereto in the widest interpretation of the words. –

5.4 The Contractor should keep WJ Projects updated on progress of the Work and immediately notify WJ Projects of completion of each Project within the Work insofar as it is not aware of this. The Contractor will account to WJ Projects for the manner in which it has performed the Work.

5.5 The Contractor must perform the Work according to the terms of the Contract without being able to exercise any right claim to set-off, additional payment or compensation. Any right by the Contractor to suspend performance of the Work is excluded.

5.6 The obligations of the Contractor also include:

- a. the supply of the necessary building materials and the performance of the necessary tasks;
- b. the availability of tools and materials;
- c. the availability / supply of ancillary materials, resources, etc., necessary for the performance of the Work and the necessary tasks;
- d. the payment of distribution charges and the costs of connections to auxiliary lines, etc.

5.7 The Work and the performance thereof are the liability of the Contractor as from the date of commencement of the Work up to the date on which the Work is deemed to have been delivered in accordance with the Contract. The terms ‘Work and the performance thereof’ include the preparatory work, the transport of building materials, the performance of the ancillary work, and the effectiveness and capacity of vehicles and tools.

5.8 The Work should be performed in the way guaranteed by the specifications or in the prescribed time limit.

5.9 The Work should be performed in a way that does not cause any needless hindrance to WJ Projects or third parties. The Contractor should perform the Work in such a way that harm to persons, goods or the environment is kept the minimum.

5.10 Unsatisfactory Work must be improved or redone to the satisfaction of WJ Projects within such reasonable period as stipulated by the board of WJ Projects, and at the cost of the Contractor, unless such unsatisfactory Work is the result of a circumstance for which WJ Projects is responsible.

5.11 The Contractor is liable for harm caused to the work of WJ Projects that is connected to the Work, and to other work and property of WJ Projects, insofar as this is caused by the performance of the Work and is the result of any omission, lack of care, or incorrect actions on the part of the Contractor, its personnel, and/or subcontractors.

5.12 The Contractor indemnifies WJ Projects against any third-party claim for compensation of loss, insofar as this is caused by the performance of the Work and is the result of any omission, lack of care, or incorrect actions on the part of the Contractor, its personnel, and/or subcontractors.

5.13 The Contractor should at all times for the duration of the Contract be in possession of all licences or other public-law and/or private-law permits required by law or otherwise that relate to the Work and/or the Contract. The Contractor should immediately notify WJ Projects concerning any changes in the said licences and/or permits, and supply on demand copies of said licences and/or permits. If a specific licence or permit is required for the Work to be performed, the Contractor will, on behalf of WJ Projects or otherwise, ensure this licence or permit is obtained in good time, unless agreed otherwise in the Contract.

5.14 The Contractor is deemed to be familiar with the statutory provisions relevant to the performance of the Work (including those of a special nature) and government decrees, insofar as on the date the Work is contracted these were in force and/or will come into effect during performance of the Work. The consequences for compliance with these regulations and decrees are the liability of the Contractor.

5.15 The Contractor must comply with the provisions of Book 6 Article 754 of the Dutch Civil Code. If it fails to do so, it is liable for the loss resulting from such breach.

5.16 The Contractor will ensure good order and safety in the performance of the Work. At the request of WJ Projects it will also supply sufficient lighting to guarantee proper execution of the Work.

5.17 If in the performance of the Work objects or substances are discovered that could reasonably be believed to be harmful to persons, property, or the environment, the Contractor will immediately notify the board of WJ Projects accordingly. The Contractor will immediately take the safety measures required by the circumstances, where possible in consultation with the board.

5.18 -For the purposes of the Contract, the Contractor must be domiciled in the Netherlands insofar as its registered office is not already in the Netherlands.

5.19 The Contractor states that with regard to the Work or elements thereof it waives any right to retention of title or to any other right to suspend performance, or to retain all or any part of the work after the completion date, unless it is established that WJ Projects is in breach of the payment of normal instalments of the contract price (having regard to any contract changes).

5.20 The Work and the materials used therein will be subject as a minimum to the guarantee provisions normal for the sector in which the Contractor works, and to a minimum guarantee period of twelve months.

5.21 If the manufacturer or importer provides a more extensive guarantee for the Work or parts thereof, then this guarantee remains in force alongside the Contractor's guarantee.

5.22 Before performance of the Contract is commenced, the Contractor should ascertain the circumstances under and in which the Work is to be performed and that could affect the performance of the Contract.

5.23 Goods stored on the worksite by the Contractor and/or any third party are at the risk of the Contractor.

## 6. Working on site

6.1 The Contractor will ensure that its presence, and the presence of its personnel on the worksite do not impede the work performed by WJ Projects and third parties.

6.2 The Contractor must issue and supply its personnel with a proof of identity that not only proves the identity of the person, but that he/she is carrying out work for or on behalf of the Contractor.

6.3 Before performance of the Contract is commenced, the Contractor and its personnel should ascertain what rules and regulations apply on the worksite pertaining, inter alia, to health and safety, and the environment, and must comply with the said rules and regulations.

6.4 Copies of these rules and regulations will be supplied by WJ Projects to the Contractor on request.

6.5 The Contractor must remove waste and packaging materials from the worksite each day.

6.6 WJ Projects is authorized to inspect and approve all materials to be used by the Contractor in the performance of the Contract.

## 7. Personnel and other persons assisting the Contractor

7.1 The Contractor can only engage a third party to carry out any or all of the agreed work if it has first consulted with, and received the permission of, WJ Projects. WJ Projects may refuse permission if the engagement does not satisfy such objective criteria as have been agreed between the Parties. The Contractor is at all times liable to WJ Projects for the agreed result as though it had carried out the relevant Work itself.

7.2 The Contractor is not permitted to transfer the rights and obligations under the Contract to a third party without the prior written consent of WJ Projects. Any subcontractor of the Contractor must also comply with the provisions of the supply chain liability regulation (*Ketenaansprakelijkheidsregeling*). The Contractor will ensure that WJ Projects remains fully indemnified against any claims brought at any time by the Dutch Tax and Customs Administration against WJ Projects pertaining to the performance of the Work under the supply chain liability regulation insofar as this is connected to the Contractor and/or its subcontractors. The scope of this indemnity is equal to the claim of the Dutch Tax and Customs Administration against WJ Projects, plus all further costs pertaining thereto. This claim by WJ Projects against the Contractor becomes enforceable without the need to obtain any court order.

7.3 Personal and/or other workers engaged by the Contractor in the performance of the Contract must comply with the general standards regarding skills and expertise and any special standards imposed by WJ Projects.

7.4 WJ Projects is authorized to ascertain the identities of persons engaged by the Contractor in the performance of the Contract.

7.5 If, in the judgment of WJ Projects, the engagement of a particular person is for any reason undesirable, WJ Projects is authorized to require their removal and the Contractor must immediately replace such person.

7.6 The Contractor is liable to WJ Projects for such loss as is caused by or arising from any error, omission, or other breach on the part of personnel or other workers engaged by the Contractor, and the Contractor will indemnify WJ Projects for any third-party claim in connection therewith.

7.7 The Contractor must provide WJ Projects on demand with ~~sight of~~ the time sheets for inspection, in a format specified by WJ Projects, of all personnel or other workers engaged by the Contractor in the performance of the Contract.

## 8. Duration

The Parties enter into the Contract on the date indicated in the Contract for the time it takes to complete the Work required of the Contractor, but no later than the end date indicated in the Contract.

## 9. Termination

9.1 WJ Projects may terminate all or any part of the Contract at any time subject to a notice period of one week. If the Contract is terminated before the end date for whatever reason, then WJ Projects is only liable to pay the Contractor the approved weekly instalments of the contract price calculated pro rata up to the date of termination of the Contract, less any claim ~~that by~~ WJ Projects for compensation. In the event of termination by WJ Projects, the Contractor expressly waives the right to any other payment and/or compensation of any kind whatsoever from WJ Projects, apart from the weekly instalments of the contract price calculated pro rata. The application of Book 6 Article 674 section 2 of the Dutch Civil Code is expressly excluded.

9.2 WJ Projects is entitled to terminate all or any part of the Contract without the need to serve notice of default or obtain a court order, by means of signed written notice of termination sent to the Contractor, if:

- a. performance of the Work cannot be continued, or must be stopped or suspended due to the revocation, suspension, or annulment of any licence necessary for the performance of the Work;
- b. the Contractor suspends or transfers all or a significant part of its business operations, or the Contractor goes into liquidation and/or is wound up;
- c. the Contractor loses unrestricted control over its assets or such a part thereof, or in such a way, that in the opinion of WJ Projects a proper and timely performance of the Contract is jeopardized;
- d. the Contractor requests and/or is granted a provisional or final moratorium, there is an application for the Contractor to be declared insolvent, the Contractor is declared insolvent, or its creditors offer a private debt settlement;
- e. it is established that the Contractor is in breach of its obligations under the Contract and, after the Contractor has been served with written notice of breach, the breach is not remedied within the period stipulated by WJ Projects;
- f. WJ Projects has reasonable grounds for believing that the integrity of the Contractor is at issue, which would in any event be the case if the Contractor had a criminal-law conviction or failed to possess the necessary licences or permits;
- g. after entering into the Contract the Contractor is declared occupationally disabled or dies.

9.3 In the event of termination under section 2 of this article, WJ Projects is only liable to pay the Contractor the approved weekly instalments of the contract price (pro rata) up to the date of termination and insofar as these are unrelated to the cause of termination, less any claim by WJ Projects to compensation.

9.4 Following termination under section 2 of this article, WJ Projects is entitled to perform the Work itself or engage another contractor to do so, and to charge the Contractor liable for loss and any additional costs arising for WJ Projects or to set off such loss and additional costs against any sums still owed by WJ Projects to the Contractor.

9.5 The Contractor is entitled to terminate all or any part of the Contract without the need to serve notice of default or obtain a court order, by means of signed written notice of termination sent to WJ projects, if:

- a. WJ Projects suspends all or a significant part of its business operations, or the Contractor goes into liquidation and/or is wound up;
- b. WJ Projects requests and/or is granted a provisional or final moratorium, there is an application for WJ Projects to be declared insolvent, WJ Projects is declared insolvent, or its creditors offer a private debt settlement;
- c. it is established that WJ Projects is in breach of its obligations under the Contract and, after the Contractor has been served with written notice of breach, the breach is not remedied within the period stipulated by WJ Projects.

9.6 Following termination under section 5 of this article, the Contractor is only entitled to payment by WJ Projects of the weekly instalments of the contract price (pro rata) up to the date of termination as approved by WJ Projects prior to notice of termination. The Contractor waives in advance any further right to compensation or otherwise against WJ Projects.

9.7 When the Contract ends, for whatever reason, WJ Projects is entitled to use all documents, designs, calculations, drawings, etc., that belong to the Contractor as it thinks fit, and to supply them to third parties, without WJ Projects thereby being liable to pay any compensation. The Contractor must hand over such documents, designs, calculations, drawings, etc., on request by WJ Projects. The Contractor cannot enforce any right against any third party engaged at any time for the purposes of the Work.

9.8 The provisions of this article are without prejudice to the right of WJ Projects to suspend its obligations if WJ Projects has good grounds to assume that the Contractor will not ~~(be able to)~~ comply or be able to comply with its obligations.

9.9 Unless stipulated otherwise in this article, neither party is entitled to terminate the Contract on any other ground before the end date.

## **10. Inspection, approval, delivery, and maintenance**

10.1 Where possible, the completed part of the Work will be inspected on a weekly basis. Once the completed part of the Work has been inspected, the Contractor will be notified in writing within 2 days whether the Work is approved and, if not, list the defects that have led to withholding of approval. If the Work or the completed part thereof is approved, then the date of approval is deemed to be the date on which the notice of approval is communicated to the Contractor.

10.2 Minor defects that are able to be remedied before a new payment instalment may not justify the withholding of approval provided that they do not impede any roll-out and are actually remedied before the next payment instalment. The Contractor must remedy any defect as described in this section as quickly as possible.

10.3 The above provisions apply by analogy to a re-inspection following a withholding of approval. In respect of a re-inspection, only defects different from those disclosed to the Contractor in accordance with section 2 of this article can only justify a renewed withholding of approval if they occurred for the first time only after the previous inspection.

10.4 The part of the Work that is completed will be considered delivered if it is approved, or deemed to have been approved, in accordance with section 1 of this article. The date on which the completed part of the Work is approved, or deemed to have been approved, is regarded as that on which that part of the Work is deemed to have been delivered.

10.5 If the specifications stipulate that the Contractor will supply WJ Projects with operating and maintenance instructions pertaining to the technical installation work, it will supply these at the time of start up of the technical installation work, or the relevant part thereof, or no later than the date on which the technical installation work is deemed to have been delivered. If the specifications require the Contractor to provide WJ Projects with revised drawings pertaining to the technical installation work, it will provide these no later than three months following the date on which the technical installation work is deemed to have been delivered.

10.6 If the specifications stipulate a maintenance period, this period will start to run immediately following the date on which the Work or relevant part thereof is deemed to have been delivered.

10.7 The Contractor must remedy any defects that occur within the maintenance period. For the purposes of this section, 'defects' does not include defects that are the result of any incorrect or careless use, or that would be regarded as normal wear and tear resulting from actual use. The Contractor is liable for the cost of this remedial work, to be carried out to the satisfaction of the board of WJ Projects within such reasonable period as WJ Projects may stipulate.

## **11. Independent status**

11.1 The Contractor, its personnel, and/or other persons it engages will perform the Work as independent contractors in relation to WJ Projects. Subject to the terms of the Contract, the Contractor will work entirely independently in the supply of the agreed services. Within the scope of the agreed terms, the Contractor has discretion on how to achieve the agreed result. These provisions are without prejudice to the entitlement of WJ Projects to give instructions to the Contractor (as described in Book 7 Article 402 of the Dutch Civil Code), and the Contractor must comply with any timely, justified instructions pertaining to the performance of the Work.

11.2 The Parties expressly do not intend to create a contract of employment between the Parties as defined by Book 7 Article 610 of the Dutch Civil Code, and neither will seek to assert against the other that this was at any time the intention of the Parties.

11.3 The Parties acknowledge and agree that they both operate independent enterprises and that no agency agreement, limited partnership, joint venture, or other collaboration is created by signing this Contract.

## **12. Taxes and social insurance premiums**

12.1 If requested, the Contractor will provide written evidence of payment of the taxes and social insurance premiums due in relation to the Contract.

12.2 If the Contractor is hired as a freelancer or independent worker without employees ('ZZP-er'), the Contractor must obtain an employment relation statement (VAR) relating to the services to be performed by the Contractor for WJ Projects, or otherwise a written agreement with the Dutch Tax and Customs Administration

and social insurance administration bodies confirming that for the purposes of the services to be supplied by the Contractor to WJ Projects it is permissible to dispense with the withholding of wage tax and employee contributions to social insurance premiums.

12.3 If the Contractor is not in possession of the VAR or written agreement as referred to in section 2 of this article, WJ Projects is entitled to make the agreed payments net of wage tax and employee contributions to social insurance premiums.

12.4 The Contractor indemnifies WJ Projects against any assessments or subsequent assessments (subsequent assessments) of WJ Projects for wage tax and employee contributions to social insurance premiums, including the interest accrued thereon and any administrative fines pertaining to past or future payments to the Contractor. The resulting loss to WJ Projects arising from liability for employee contributions to social insurance premiums and premium transfer allowance will be fully compensated by a reduction in the contract price.

12.5 Without prejudice to the above provisions, the Contractor guarantees to WJ Projects that it will comply with its statutory obligations to withhold and transfer wage tax and employee contributions to social insurance premiums that the Contractor owes on the basis of the agreed performance.

### **13. Use of advertising**

13.1 The Contractor undertakes not to use the name or trading name of WJ Projects in any way for advertising purposes except with the express written consent of WJ Projects. WJ Projects may require the Contractor to wear T-shirts, jumpers and/or coats supplied with the wording 'WJ Projects' and/or the company logo thereon for the performance of the Work. This clothing remains the property of WJ Projects and following completion of the Work must be returned clean and in good condition to WJ Projects. The Contractor is not permitted to wear this WJ Projects clothing except when performing tasks in accordance with the Contract. The Contractor acknowledges that the clothing is only intended for advertising purposes and no rights can be derived from the wearing of this clothing. The Contractor remains at all times responsible for the supply and wearing and its own expense of adequate working clothes and protective equipment that complies with current laws and regulations.

### **14. Industrial and intellectual property rights**

14.1 All industrial and intellectual property rights, such as copyright, trademark rights, patents, rights to models and drawings, plant variety rights, etc., that are created by the Contractor during the term of the Contract belong to WJ Projects and are deemed to have been transferred to WJ Projects without any actual assignment being required and without the Contractor being entitled to any payment for such transfer. The Contractor must notify WJ Projects at the earliest opportunity of all inventions that could give rise to the aforesaid rights. The Contractor is not permitted to publish, copy, market, sell, lease, transfer, or otherwise deal in the results of its work itself or to make any offer or registration on behalf of any other party.

### **15. Business relations**

15.1 The Contractor undertakes to WJ Projects not to act directly or indirectly, for the duration of the Contract and a period of six months thereafter, to work for any client of WJ Projects, or any other party for which WJ Projects provides services as a business, or persuade, or try to persuade such party to end its relationship with WJ Projects or to otherwise achieve this end, or to act in any way that could adversely affect such relationship, irrespective of which party takes the initiative to achieve this, without the prior written consent of WJ Projects.

15.2 The Contractor will also impose the prohibition set out in section 1 of this article upon all persons that it engages to perform the Work.

15.3 Notwithstanding the above, the Contractor and such persons as its engages will refrain from any deliberate act by which the business operations of WJ Projects could be adversely affected.

15.4 In the event of any breach of the above, the Contractor is liable to immediately pay a penalty to WJ Projects of €10,000 (ten thousand euros) per breach plus €1,000 (one thousand euros) for each day that the breach continues, without the need for WJ Projects to prove loss or damage and without prejudice to the other rights of WJ Projects under the law or the Contract, including its right to require specific performance of the Contract or to claim an injunction and/or compensation, if and insofar as the extent of the loss exceeds the amount of the penalty, and the right to immediate termination of the Contract insofar as it is still in force.

### **16. Confidentiality**

16.1 The Contractor undertakes for the duration of the Contract and following its termination, irrespective of the reason for termination, not to disclose to any person in any manner any information concerning the affairs of WJ

Projects, or its employees, clients, enterprises, and/or institutions of which it learns during, or as a result of, the performance of the Work as described in the Contract.

16.2 The Contractor will impose this same duty of confidentiality on all persons it engages to perform the Work. There is no breach of this duty of confidentiality if information must be disclosed by virtue of a statutory obligation.

16.3 All notes, reports, correspondence, and other documents relating to WJ Projects or its business relations remain, or become, the property of WJ Projects, even if they are contained on paper belonging to the Contractor.

16.4 The Contractor shall supply or return to WJ Projects the documents referred to in section 3 of this article of which it is in possession on request by WJ Projects, or in the absence of request by no later than the date of termination of the Contract. The Contractor will impose this obligation on all persons it engages to perform the Work.

## **17. Insurance and liability**

17.1 The Contractor guarantees to WJ Projects that for the duration of the Contract it is adequately insured in respect of its own liability and that of any third party it engages with regard to the performance of their respective tasks under the Contract. The costs of this insurance are the liability of the Contractor. Any insurance excess is the liability of the Contractor. The policy should stipulate the Contractor as the insured and WJ Projects as the beneficiary. The Contractor should stipulate that in the event of non-payment of premiums, or termination of the policy for any other reason, the insurer should notify WJ Projects by registered post accordingly, and insurance cover should continue for a period of 14 (fourteen) days after sending this letter, during which period WJ Projects has the right to take out a new insurance policy under the same terms at the expense of the Contractor. The insurance premium and costs thereby incurred will then be withheld from the contract price. The Contractor will supply to WJ Projects documentary evidence of the existence of such insurance cover within 14 (fourteen) days following start of the Work, failing which WJ Projects is entitled to enter into such an insurance contract itself at the expense of the Contractor and without the need to first serve notice of default.

17.2 The Contractor indemnifies WJ Projects against any third-party claim insofar as such a claim is the result of any attributable breach or unlawful act by the Contractor, including any omission or act of negligence by the Contractor and/or any person engaged by the Contractor.

17.3 WJ Projects is not liable to compensate for any pecuniary or non-pecuniary loss suffered by the Contractor during or as a result of Work carried out for WJ Projects, unless the said loss is the result of a deliberate act or gross negligence of the policymakers of WJ Projects. The liability of WJ Projects for indirect loss, including consequential loss, loss of profits, missed savings, and loss from business stoppage, is excluded. Insofar as WJ Projects may be liable ~~under any head for whatever reason~~, such liability is limited in every case to compensation for direct loss equal to the sum paid out in the relevant claim under the statutory liability insurance cover of WJ Projects. If for any reason no payment is made under the said insurance policy, compensation for the said loss payable by WJ Projects is in all cases limited to the amount invoiced for the work that gave rise to the loss.

17.4 The Contractor guarantees to WJ Projects that the persons that actually perform the work by or on behalf of the Contractor are adequately insured against occupational disability.

## **18. Other provisions**

18.1 Communications pursuant to the Contract should be sent in writing to the addresses of the Parties as indicated in the Contract.

18.2 ~~An~~ change or addition to the Contract should be agreed in writing between the Parties.

18.3 If any provisions of the Contract are held to be voidable in law, or for whatever reason prove to be invalid, this will not affect the validity of the other provisions of the Contract. In such a case the Parties will negotiate to replace the invalid provision with a provision that is valid and that differs as little as possible from the invalid provision and from the Contract.

18.4 By signing the Contract all previous agreements relating to the conditions applying to the Work will lapse. The Contract will accurately set out all the terms agreed between the Parties.

18.5 The Contract is governed exclusively by Dutch law.

18.6 The competent court in Amsterdam, the Netherlands has exclusive jurisdiction to hear any dispute connected with the Contract, without prejudice to the right to appeal up to the highest court.