



Your service partner to success

## GENERAL TERMS AND CONDITIONS

### OUTSTANDING SERVICE PARTNER

#### Article 1. Definitions

- 1.1. In these terms and conditions, the following capitalised terms are defined as follows, unless expressly stated otherwise or the context dictates otherwise:
- a. **Outstanding Service Partner:** the user of these general terms and conditions: Outstanding Service Partner VOF, established at De Nieuwe Erven 3 in Cuijk, the Netherlands, listed in the Chamber of Commerce under Chamber of Commerce number 78588561;
  - b. **Client:** the legal entity or the natural person acting in the exercise of his profession or business with whom Outstanding Service Partner has entered into an Agreement or wishes to enter into an Agreement with Outstanding Service Partner;
  - c. **Agreement:** any agreement between Outstanding Service Partner and the Client, such as a Framework Agreement and Hiring Agreement;
  - d. **Framework Agreement:** the framework agreement between Outstanding Service Partner and the Client, containing the overarching arrangements regarding the assignments that the Client awards to Outstanding Service Partner and the intermediary activities that Outstanding Service Partner carries out on behalf of the Client;
  - e. **Hiring Agreement:** the agreement between Outstanding Service Partner and the Client whereby the Client awards an assignment to Outstanding Service Partner to manufacture, assemble and dismantle stands and décors, related work within the events industry, interior construction, general residential and non-residential building and/or maintenance work for a Project;
  - f. **Work:** the activities that Outstanding Service Partner carries out or is required to carry out for the Client under the Hiring Agreement;
  - g. **Site:** the location where Outstanding Service Partner carries out or is to carry out Work on behalf of the Client;
  - h. **Employee:** the natural person who performs the Work on behalf of Outstanding Service Partner, such as a proprietor or a staff member of Outstanding Service Partner;
  - i. **Contract for Services:** the contract for services between the Self-Employed Person and the Client that has been concluded through the intermediation of Outstanding Service Partner, whereby the Client awards the Self-Employed Person the assignment to manufacture, assemble and dismantle stands and décors, related work within the events industry, interior construction, general residential and non-residential building and/or maintenance work for a Project;
  - j. **Self-Employed Person:** the natural person acting as an independent contractor who, after intermediation by Outstanding Service Partner, has entered into the Contract for Services with the Client;
  - k. **Project:** the Client's project to which the Hiring Agreement relates;
  - l. **Agency Contract:** the contract between Outstanding Service Partner and the Self-Employed Person containing the overarching arrangements regarding the intermediary activities that Outstanding Service Partner carries out on behalf of the Self-Employed Person.

#### Article 2. General

- 2.1. These general terms and conditions apply to all offers and quotations from Outstanding Service Partner, to all Agreements and to all other legal acts between Outstanding Service Partner and the Client.
- 2.2. Any deviations from these general terms and conditions are valid only if they have been expressly agreed in writing or by e-mail.
- 2.3. The applicability of any purchasing or other conditions of the Client is expressly rejected.
- 2.4. Outstanding Service Partner not always requiring strict compliance with these general terms and conditions does not automatically mean that the provisions therein do not apply, or that

Outstanding Service Partner in any way loses the right to demand strict compliance with the provisions of these general terms and conditions in other cases.

- 2.5. The Client with whom an Agreement was concluded under these general terms and conditions previously is deemed to have agreed to the applicability of these general terms and conditions to subsequent Agreements concluded with Outstanding Service Partner.
- 2.6. If one or more of the provisions of these general terms and conditions are or become null and void, the remaining provisions of these general terms and conditions continue to apply in full. The null or void provisions will be replaced by Outstanding Service Partner, whereby the purpose and scope of the original provision(s) will be taken into account as much as possible.
- 2.7. Outstanding Service Partner has the right to amend these general terms and conditions and to declare the amended general terms and conditions applicable to existing Agreements. Outstanding Service Partner will notify the Client in writing or by e-mail of the new version of the general terms and conditions and of the date on which the new general terms and conditions come into effect.

### **Article 3. Offers and quotations**

- 3.1. Offers and quotations by Outstanding Service Partner are without obligation.
- 3.2. The Client guarantees the correctness and completeness of the requirements, specifications and other data provided by or on behalf of the Client to Outstanding Service Partner on which Outstanding Service Partner bases its offer or quotation.
- 3.3. Obvious errors or mistakes in quotations, Agreements or e-mail messages from Outstanding Service Partner do not bind Outstanding Service Partner.
- 3.4. Stated prices and rates are exclusive of VAT.
- 3.5. If the parties make arrangements in the framework agreement that deviate from these general terms and conditions, the arrangements in the framework agreement prevail.

### **Article 4. Conclusion of the Framework Agreement, Hiring Agreement, Agency Contract and Contract for Services**

- 4.1. The Framework Agreement is concluded once Outstanding Service Partner and the Client have signed the contract (digitally).
- 4.2. The Hiring Agreement is concluded once Outstanding Service Partner and the Client have signed the contract (digitally) or once the Client has expressly agreed in writing or by e-mail to the offer/quotation from Outstanding Service Partner.
- 4.3. The Contract for Services is concluded once the Client and the Self-Employed Person have signed the contract (digitally).
- 4.4. The Agency Contract is concluded once Outstanding Service Partner and the Self-Employed Person have signed the contract (digitally).

### **Article 5. Cancellation and changes**

- 5.1. The Hiring Agreement can be changed and/or cancelled free of charge, up to 3 weeks before its commencement, by sending an e-mail to: [planning@outstanding.nu](mailto:planning@outstanding.nu).
- 5.2. If the Client cancels the Hiring Agreement (in part) within 3 weeks before its commencement and/or cancels the Hiring Agreement in part during its term, the following cancellation costs will be charged to the Client: 8 working hours per Employee (hourly rate determined in accordance with Articles 8.2 and 8.3 of the Framework Agreement) per scheduled day that has been cancelled.
- 5.3. If the Client cancels the Hiring Agreement due to an exceptional situation or force majeure situation, such as war, risk of war, terrorism, natural disaster, (local) government measures and/or epidemic, at the discretion of Outstanding Service Partner, no cancelled working hours will be charged. If such a cancellation occurs when Employees are on their way to the Site or are present at the Site, all costs incurred until then, such as working hours, travel hours, accommodation and travel expenses, will be charged to the Client.

### **Article 6. Performance of the Hiring Agreement**



**Your service partner to success**

- 6.1. Outstanding Service Partner will perform the Hiring Agreement to the best of its knowledge and ability.
- 6.2. Outstanding Service Partner may have the work to be carried out under the Assignment performed by third parties, for example in the event of absence. In that instance, these third parties must also have the skills and qualifications required for the correct and timely execution of the Assignment. If the Client doubts the quality or experience of the replacement, the Parties will jointly seek another replacement.
- 6.3. Outstanding Service Partner will never be obliged to carry out work that conflicts with its professionalism, the rights of third parties, a legal obligation or what is considered inappropriate according to generally accepted standards
- 6.4. When carrying out the Work, Outstanding Service Partner uses its own tools, means of transport and work clothing.
- 6.5. If Outstanding Service Partner collaborates with a third party engaged by the Client on behalf of the Client, Outstanding Service Partner can never be held responsible for the actions and/or omissions of this third party.
- 6.6. Upon commencement of the Projects, the Employees will comply with the then-applicable requirements of the (local) government and/or organisation.
- 6.7. Complaints regarding the Employee's work must be submitted by the Client to the proprietors of Outstanding Service Partner.

#### **Article 7. Intermediary activities**

- 7.1. If Outstanding Service Partner acts as an intermediary in the conclusion of one or more Contracts for Services within the framework of the Agreement, the provisions contained in this article, among others, will apply, without prejudice to the applicability of the other provisions of these general terms and conditions.
- 7.2. The Self-Employed Person is not employed by or hired by Outstanding Service Partner. The Client enters into a contractual relationship directly with the Self-Employed Person. The Client assumes responsibility for the decision to enter into a Contract for Services with a Self-Employed Person.
- 7.3. As part of its service, Outstanding Service Partner has drawn up a sample contract that the Client can use to record the arrangements he wishes to make with the Self-Employed Person. Using/signing this contract is entirely at the Client's risk.
- 7.4. Outstanding Service Partner is in no way responsible towards the Client for the behaviour, statements, information provision, etc., of or to a Self-Employed Person.
- 7.5. Outstanding Service Partner is not liable for any damage or loss caused to the Client or to a third party by a Self-Employed Person. Nor will Outstanding Service Partner be responsible or liable for the quality of service provided by a self-employed person. If this service provision proves to be insufficient or unsatisfactory, Outstanding Service Partner will, in consultation with the Client, attempt to find another self-employed person. If the Client wishes the Self-Employed Person to have certain insurance, it is the Client's responsibility to make this arrangement with the Self-Employed Person.
- 7.6. The fact that Outstanding Service Partner invoices on behalf of the Self-Employed Person does not affect the provisions of this article and never leads to any form of liability of Outstanding Service Partner for the actions and/or omissions of a Self-Employed Person. Outstanding Service Partner has only an intermediary and cashier role.
- 7.7. Complaints about the work of the Self-Employed Person must be submitted by the Client to the Self-Employed Person.
- 7.8. If the Self-Employed Person has his own general terms and conditions, it is possible that the Self-Employed Person declares his general terms and conditions applicable to the Contract for Services. The Client's acceptance of the general terms and conditions of the Self-Employed Person is the Client's responsibility. If the Self-Employed Person relies on a limitation of liability included in his general terms and conditions, this will be at the Client's risk and any (subsequent) damage or loss cannot be recovered from Outstanding Service Partner.



**Your service partner to success**

- 7.9. The Self-Employed Person is completely independent when carrying out the Contract for Services.
- 7.10. Outstanding Service Partner only mediates self-employed persons with a valid Chamber of Commerce registration, VAT number, ID, payment history record for tax compliance, business liability insurance, A1 certificate, and Limosa account.

#### **Article 8. Additional costs**

- 8.1. Outstanding Service Partner has the right to charge additional costs to the Client if the Client fails to provide Outstanding Service Partner with the necessary climbing equipment, building materials, provisions and/or necessary facilities for which the Client is responsible, or fails to provide them in a timely manner or in full.
- 8.2. If, due to (local) government measures or measures taken by a third party, Outstanding Service Partner must incur additional costs in order to carry out the Work at the Site, such as having Employees additionally tested for a virus, this will be at the Client's risk and these additional costs will be charged to the Client.
- 8.3. Any Work or purchases resulting in additional costs will be carried out or made after consultation with the Client.
- 8.4. The Client is obliged to be available for consultation during the period of preparation and execution of the Work, as much as possible. If it appears that changes need to be made to the Work to be carried out due to changing circumstances at the Site, consultation must take place with the Client regarding how these changes will be dealt with. If it appears that consultation with the Client is not possible and choices have to be made by Outstanding Service Partner due to time pressure or other reasons, the Employee has the right to decide independently how these changes will be implemented. Any additional costs resulting from these changes will be charged to the Client.

#### **Article 9. Schedule**

- 9.1. The schedule of the Work can be adversely affected by factors that cannot be attributed to Outstanding Service Partner, such as the quality of preparation, delays in logistics, the quality and accessibility of the required information, the manner of collaboration, (local) government measures, the status of the Site and the facilities available at the Site. If the schedule is affected by such factors, Outstanding Service Partner will notify the Client as soon as possible. In such a case, Outstanding Service Partner cannot be held liable for any damage or loss suffered by the Client as a result of an adjustment in the schedule.

#### **Article 10. Delivery time**

- 10.1. Outstanding Service Partner will make every effort to adhere to any specified delivery time as much as possible, but is in no way liable for exceeding such time.
- 10.2. Exceeding the specified delivery time does not oblige Outstanding Service Partner to indemnify or provide any other form of compensation.
- 10.3. In the event that a delivery time agreed with the Client is exceeded as a result of an event that is in fact beyond the control of Outstanding Service Partner and therefore cannot be attributed to its actions and/or omissions, as described in, among others, Article 14 of these general terms and conditions, this term will be automatically extended by the period by which it was exceeded as a result of such an event. If, in such a case, an extension is not possible or useful, Outstanding Service Partner has the right to terminate the Agreement (in part), without being liable to pay any compensation to the Client.

#### **Article 11. Obligations of the Client**

- 11.1. The Client will ensure that all data, goods and facilities that Outstanding Service Partner indicates are necessary, or of which the Client can reasonably understand are necessary for the performance of the Hiring Agreement, are provided or made available in a timely manner.
- 11.2. The timely and free provision on Site to Outstanding Service Partner of climbing equipment, such as, but certainly not limited to, scaffolding, ladders, steps, aerial platforms, telehandlers,

scissor lifts, channel lifts, forklifts and pump trucks, which equipment is required for the performance of the Hiring Agreement, is the responsibility of the Client.

- 11.3. The timely provision on Site to Outstanding Service Partner of the necessary building materials, provisions and/or facilities required for the performance of the Hiring Agreement is the responsibility of the Client.
- 11.4. The Client is obliged to immediately notify Outstanding Service Partner of any facts and circumstances that may be important in connection with the execution of the Work.
- 11.5. The Client will ensure that the Site, the materials used and the circumstances in which Outstanding Service Partner must carry out the Work are safe and comply with all statutory requirements. The Client must take such measures that the Employees are protected against danger to body, decency and property during the execution of the work.
- 11.6. The Client is obliged to remove all impediments and to notify Outstanding Service Partner of all circumstances which result or could result in Outstanding Service Partner being unable to complete the Work on time.
- 11.7. The Client guarantees that Outstanding Service Partner can carry out the Work without interruption.
- 11.8. The Client failing to fulfil its obligations arising from the Agreement or these general terms and conditions, or failing to fulfil them on time or correctly, may result in a delay in the delivery and incurring additional costs. Outstanding Service Partner cannot be held liable for this delay and has the right to charge these additional costs to the Client.
- 11.9. The Client will treat personal data of the Employees and Self-Employed Persons confidentially and process this personal data in accordance with the General Data Protection Regulation (GDPR).
- 11.10. The Client indemnifies Outstanding Service Partner against any claims from third parties and Self-Employed Persons who suffer damage or loss in connection with the performance of the Agreement, which damage or loss is attributable to the Client.
- 11.11. If the Client fails to properly fulfil its obligations towards Outstanding Service Partner, the Client will be liable for all damage or loss suffered by Outstanding Service Partner as a result, directly or indirectly. The Client is obliged to ensure that adequate, fully comprehensive liability insurance is in place for all direct and indirect damage or loss, as described in this article.

## **Article 12. Invoicing and payment**

- 12.1. Invoicing will follow immediately after completion of the Work.
- 12.2. Outstanding Service Partner invoices, on behalf of the Self-Employed Person, the fees that the Client owes to the Self-Employed Person in connection with the Self-Employed Person's performance of the Contract for Services.
- 12.3. If the Hiring Agreement/Contract for Services cannot be delivered in full due to a circumstance beyond the control of Outstanding Service Partner, invoicing will follow immediately after termination of the work.
- 12.4. The payment term for all invoices is 14 days from the invoice date.
- 12.5. If the invoice has not been paid after this period, the debtor will receive a payment reminder with a due date expiring in 7 days. If payment is made within this period, the debtor does not incur additional costs.
- 12.6. If payment is not made after this reminder, a demand will be sent for which additional administration costs are incurred. These costs amount to 10% of the outstanding invoice amount, subject to a minimum of € 25 and a maximum of € 150. The due date of the demand expires in 3 days.
- 12.7. The debtor is automatically liable to pay statutory commercial interest on the outstanding amount, in accordance with Article 6:119a of the Dutch Civil Code, calculated from the original due date of the invoice. This interest will be charged after the expiry of the due date stated in the demand.
- 12.8. If payment remains forthcoming after the demand, Outstanding Service Partner reserves the right to take formal collection measures. All judicial and extrajudicial costs arising from this will be payable entirely by the debtor.





Your service partner to success

- 12.9. In the event of liquidation, bankruptcy, seizure or suspension of payment of the Client, the claims of Outstanding Service Partner become immediately due and payable by the Client.
- 12.10. Any payment made by the Client will first be allocated to settle any interest due and subsequently to pay the costs associated with the collection. Only after payment of these amounts will any payment by the Client serve to settle the outstanding principal amount.

#### **Article 13. Liability and limitation**

- 13.1. Outstanding Service Partner cannot be held liable for any damage or loss as a direct or indirect consequence of:
  - a. An event that is in fact beyond its control and thus cannot be attributed to its actions and/or omissions, as described in Article 14;
  - b. Any act or omission of the Client, its subordinates or other persons employed by or on behalf of the Client.
- 13.2. The Client is under all circumstances responsible for the accuracy and completeness of the data supplied by it. Outstanding Service Partner will never be liable for any damage or loss that is (partly) caused by data supplied by the Client being incorrect and/or incomplete or by following instructions given by the Client. The Client indemnifies Outstanding Service Partner against all claims in this regard.
- 13.3. Outstanding Service Partner is not liable for any form of damage, loss or injury as a result of anything made available to Outstanding Service Partner by the Client.
- 13.4. If the Client or a third party makes changes to the delivered items by Outstanding Service Partner, Outstanding Service Partner excludes any liability with regard to its operation and any (consequential) damage or loss.
- 13.5. If the Site does not have the properties as communicated by the Client to Outstanding Service Partner, then the Client is liable for all damage or loss that Outstanding Service Partner suffers because of it.
- 13.6. Outstanding Service Partner is not liable for damage or loss of any nature whatsoever resulting from or attributable to deviations in goods and/or structures of the Client or of a third party to or on which Outstanding Service Partner carries out Work.
- 13.7. Outstanding Service Partner is not liable for any damage, loss and/or injury that may be caused by the delivered items to the Client and/or third parties. Outstanding Service Partner will only be liable to the Client if the Client demonstrates that the damage, loss and/or injury has been caused by an attributable material error on the part of Outstanding Service Partner that could have been prevented if careful action had been taken, and only for the direct damage or loss that is the direct and immediate consequence of that material error, on the understanding that the liability of Outstanding Service Partner is at all times limited to what is stated in Article 13.13.
- 13.8. Outstanding Service Partner will not be liable if, for any reason whatsoever, the Self-Employed Person does not perform the Contract for Services, cancels the Contract for Services or terminates the Contract for Services prematurely.
- 13.9. Outstanding Service Partner is not liable for any shortcomings and/or damage or loss caused by a Self-Employed Person. If the Client has suffered damage or loss due to an act and/or omission of a Self-Employed Person and the Self-Employed Person's insurer does not pay out and/or the Self-Employed Person is not or not adequately insured for the damage or loss, then this damage or loss cannot be recovered from Outstanding Service Partner.
- 13.10. Outstanding Service Partner is not liable for the (financial) consequences of entering into the Contract for Services.
- 13.11. The Client must be aware that, for example, due to (changes in) legislation and regulations, case law and/or (changes in) insights of a government agency and/or enforcement by a government agency, the collaboration between the Client and the Self-Employed Person is or may be regarded as an employment contract/leads or may lead to false self-employment. The risk that the Contract for Services is considered an employment contract/leads to false self-employment rests entirely with the Client. If the Contract for Services is considered an employment contract/leads to false self-employment, Outstanding Service Partner will not be liable for any damage, loss, costs, fines or other consequences that may arise for the Client, such as, but not limited to, payroll tax and social security contributions that must be paid. When assessing the possible existence of an employment contract/false self-employment,



**Your service partner to success**

not only the content of the Contract for Services is taken into account, but also the actual collaboration. It is the Client's responsibility to ensure that the Client does not behave as an employer towards the Self-Employed Person.

- 13.12. Outstanding Service Partner is never liable for indirect or consequential damage or loss such as: lost profits, lost turnover, lost savings, business interruptions, losses due to delays, labour costs, reputational damage, environmental damage, personal injury, and imposed fines.
- 13.13. If Outstanding Service Partner is found liable for any damage or loss, the liability of Outstanding Service Partner will be limited to the amount of the payment made by the insurer of Outstanding Service Partner. If the insurer does not make a payment in any case, or if the damage or loss is not covered by the insurance, the liability of Outstanding Service Partner will be limited to the invoice amount, or at least to that part of the Hiring Agreement to which the liability relates. If the liability of Outstanding Service Partner relates to intermediary activities, the liability of Outstanding Service Partner will be limited to the invoiced brokerage fee for these intermediary activities.
- 13.14. Outstanding Service Partner will only be liable subject to the Client notifying Outstanding Service Partner of the default without delay and properly, either in writing or by e-mail, setting a reasonable period within which to rectify the shortcoming, and Outstanding Service Partner continues to fail to fulfil its obligations after that period. The notice of default must contain as detailed a description of the shortcoming as possible, thereby enabling Outstanding Service Partner to respond adequately.
- 13.15. Any rights of claim and other powers of the Client against Outstanding Service Partner, on whatever grounds, will in any case lapse after expiry of 1 year from the moment at which a fact occurs that allows the Client to exercise these rights and/or powers against Outstanding Service Partner.
- 13.16. If the Client has made goods and/or materials and/or facilities available to Outstanding Service Partner for the purpose of performing the Hiring Agreement and these goods and/or materials and/or facilities are not suitable for the purpose for which they were made available to Outstanding Service Partner or contain defects, the Client will be liable for all damage or loss resulting therefrom.

#### **Article 14. Force majeure**

- 14.1. If Outstanding Service Partner is unable to perform the Agreement, cannot perform it in full or cannot perform it on time due to force majeure, Outstanding Service Partner will notify the Client thereof as soon as possible. In such a case, the parties will consult with each other to reach a solution. Outstanding Service Partner will make every effort to avoid delays in delivery.
- 14.2. Force majeure includes, but is not limited to: war, threats of war, terrorism, riots, fire, natural disasters, theft, epidemics, power outages, weather conditions, water damage, wilful damage, strikes, illness of one or more Employees, traffic disruptions, delays by airline/boat/train/bus services, traffic jams, unforeseen technical complications, (local) government measures, changes in legislation and regulations.
- 14.3. Force majeure is further taken to mean a non-attributable shortcoming of a third party engaged by Outstanding Service Partner.
- 14.4. Insofar as Outstanding Service Partner has partially fulfilled its obligations under the Agreement at the time when force majeure occurs, or will be able to fulfil them, and the part that has been fulfilled or is yet to be fulfilled has independent value, Outstanding Service Partner will be entitled to invoice the part that has been fulfilled or is yet to be fulfilled until then separately.
- 14.5. If, due to force majeure, an unforeseen situation and/or (local) government measures, one or more Employees are denied access to the Site and/or work is no longer permitted to be carried out, this risk will be at the expense of the Client and:
  - a. Any hours worked + all other costs incurred until then will be charged to the Client based on the agreed hourly rate;
  - b. Any travel expenses and travel time for the return journey of the Employee(s) will be charged to the Client;
  - c. If an Employee is required to quarantine on Site, this risk will be at the expense of the Client; During this quarantine period, only the Employee's accommodation costs will be



**Your service partner to success**

charged, unless Outstanding Service Partner and the Client have expressly agreed otherwise in writing.

- d. The Client and Outstanding Service Partner will consult each other to arrive at a suitable solution;
- e. If Outstanding Service Partner, at the request of the Client, deploys replacement Employees to perform the Work at the Site, the costs of these replacement Employees, including travel and accommodation expenses, will be payable by the Client.

#### **Article 15. Complaints**

- 15.1. Complaints regarding the Work that has been carried out must be communicated to Outstanding Service Partner as soon as possible after completion of the Work.
- 15.2. After discovering a defect in the delivered items, the Client is no longer permitted to use the items without the prior permission of Outstanding Service Partner, unless it concerns a defect that does not lead or cannot lead to a dangerous situation. Outstanding Service Partner can never be held responsible for a dangerous situation and/or damage or loss that arises on account of the Client having used the delivered items after discovering a defect in these items.
- 15.3. If the Client demonstrates that the delivered items were defective at the time of delivery, or that the Work was not carried out correctly, the Work will be carried out correctly at a later date. The liability of Outstanding Service Partner is at all times limited to what is stated in Article 13.
- 15.4. Outstanding Service Partner cannot be obliged to repair the delivered items, free of charge, if:
  - a. The defects are the result of improper use;
  - b. The damage or loss is caused by third parties;
  - c. The delivered item is not used in accordance with the agreed purpose or, in the absence thereof, the usual purpose;
  - d. Work and/or changes and/or repairs have been carried out on the delivered items by the Client and/or third parties;
  - e. The Defects are the result of work not carried out by Outstanding Service Partner.
- 15.5. Complaints do not suspend the Client's payment obligation.
- 15.6. Repair work carried out by a third party or by the Client itself without the permission of Outstanding Service Partner will never be compensated and does not give the Client the right to suspend payment.

#### **Article 16. Suspension and dissolution**

- 16.1. Outstanding Service Partner is entitled to suspend the performance of the Agreement with immediate effect if:
  - a. Outstanding Service Partner, when performing the Hiring Agreement, is exposed or threatened to be exposed to a dangerous situation;
  - b. The material with and the circumstances in which the Hiring Agreement must be performed do not meet the legal requirements;
  - c. After the conclusion of the Agreement, Outstanding Service Partner has learned of circumstances that give good reason to fear that the Client will not fulfil its (payment) obligations.
- 16.2. Outstanding Service Partner is, in addition to the legal grounds on which dissolution is possible, entitled to fully or partially dissolve or terminate the Agreement with immediate effect, without judicial intervention, if the Client:
  - a. Has applied for a suspension of payments or has been granted one;
  - b. Has been declared bankrupt or has filed for bankruptcy or is going into liquidation;
  - c. Fails to fulfil its (payment) obligations towards Outstanding Service Partner.
- 16.3. Furthermore, Outstanding Service Partner will be entitled to terminate the Agreement if circumstances arise that are of such a nature that compliance with the Agreement is impossible or can no longer be reasonably expected, or if other circumstances arise that are of such a nature that continued existence of the Agreement in unaltered form cannot reasonably be expected.





**Your service partner to success**

- 16.4. In the event of termination of the Agreement, Outstanding Service Partner is not obliged to compensate the Client for any direct or consequential damage or loss suffered.
- 16.5. If the Agreement is terminated, or if Outstanding Service Partner suspends the performance of the Agreement, the Work carried out up to the moment of termination or suspension will be invoiced to the Client, without prejudice to the right of Outstanding Service Partner for compensation for any damage or loss it suffers or has suffered as a result of the dissolution or suspension.

**Article 17. Copyright**

- 17.1. The copyrights to works within the meaning of the Copyright Act, such as, but not limited to, quotations and contracts, which Outstanding Service Partner provides to the Client and/or Self-Employed Person, rest with Outstanding Service Partner or its licensor. Copyrights are not transferred to the Client and the Self-Employed Person. The Client and Self-Employed Person only have the right to use these works within their own organisation and only for the purpose for which the works were created. The Client and Self-Employed Person are not permitted to reproduce, exploit, publish or copy these works.
- 17.2. The Client and Self-Employed Person must at all times respect the copyrights of Outstanding Service Partner and its licensor. If the Client and/or Self-Employed Person act in violation of these copyrights, the Client and/or Self-Employed Person will be liable for all damage or loss suffered by Outstanding Service Partner or its licensor as a result, including loss of turnover.

**Article 18. Secrecy**

- 18.1. Both parties are obliged to keep secret all confidential information obtained from each other or from other sources in connection with the Agreement. Information is considered confidential if this has been communicated by the other party or if this follows on from the nature of the information. The party receiving confidential information will use it only for the purpose for which it was provided.
- 18.2. If, on the basis of a statutory provision or a court ruling, Outstanding Service Partner is obliged to disclose confidential information to third parties as designated by law or the competent court, and Outstanding Service Partner cannot invoke a statutory right of non-disclosure recognised or permitted by the competent court in this regard, then Outstanding Service Partner will not be liable to pay compensation or indemnify and the Client is not entitled to terminate the Agreement on the grounds of any damage or loss arising as a result.

**Article 19. Applicable law and competent court**

- 19.1. These general terms and conditions, all quotations from Outstanding Service Partner and all Agreements, as well as their performance and execution by Outstanding Service Partner, are governed exclusively by Dutch law.
- 19.2. All disputes between the Client and Outstanding Service Partner must be submitted to the competent court in the district where Outstanding Service Partner is established.

The general terms and conditions come into effect on 29/06/2025.