



rijksuniversiteit
 groningen

UNIVERSITY OF GRONINGEN

**GENERAL PURCHASING TERMS AND
CONDITIONS**

FOR WORKS

AND RELATED SUPPLIES AND SERVICES

**FOR NEW BUILD, EXTENSION, AND
RENOVATION PROJECTS
FOR THE UNIVERSITY**

14 December 2021

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SECTION I: GENERAL

1. Terms and definitions

1. **Contract price:** the amount for which the Contractor has undertaken to realize the Work.
2. **Specifications:** the description of the Work, the accompanying drawings, the conditions applicable to the Work, the summaries of additional information and changes, and the official reports of site inspection as communicated in writing by the Contracting Authority.
3. **The DNR:** The New Regulations 2011, first revision 3 July 2013, legal relationship Contracting Authority-architect, engineer, and consultant.
4. **Contracting Authority:** University of Groningen (UG), having its place of business at Broerstraat 5, 9712 CP Groningen, and its registered office in Groningen.
5. **Contractor:** the contractor in the case of a contract for the acceptance of work, or the engineer, architect, or other consultant in the case of agreement for professional services.
6. **Agreement:** the agreed business relationship between two or more parties after offer and acceptance.
7. **Written Agreement:** the agreements laid down in writing between the Contracting Authority and the Contractor in, for example, an order letter, or a framework or other agreement, including the associated digital or physical purchase orders, and/or other written agreements listing the Work and/or the activities, possibly further described in the Specifications.
8. **The UAV:** the Uniform Administrative Conditions for the execution of works and technical installation works 2012.
9. **Work:** the work to be performed.

2. Applicability

1. These General Purchasing Conditions regulate the legal relationship between the Contracting Authority and the Contractor.
2. If the Agreement is a contract to accept work as referred to in Section 7:750 of the Dutch Civil Code (Burgerlijk Wetboek), then in addition to the provisions of the general section (Section I), the provisions of Section II regarding the execution of works will apply.
3. If the Agreement is a contract for services as referred to in Section 7:400 of the Dutch Civil Code (Burgerlijk Wetboek), then, in addition to the provisions of the general section (Section I), the provisions of Section III will apply.
4. These general purchasing terms and conditions, excluding all general terms and conditions of the Contractor or third parties, form a whole with the Agreement between the Contracting Authority and the Contractor as if they had been incorporated literally therein.
5. If the parties wish to deviate from these general purchasing conditions, this must be expressly agreed by the parties in writing.

3. Formation and amendment of the Agreement

1. Unless otherwise agreed in writing, the Agreement will only be entered into if it is signed for the Contracting Authority by an employee authorized to represent the Contracting Authority.
2. Any additional agreements and/or undertakings made by or on behalf of the Contracting Authority will only be binding on the Contracting Authority if they have been confirmed in writing by an employee of the Contracting Authority authorized to represent the Contracting Authority.

3. Any changes to the Agreement must be recorded by the Parties in writing.

4. Non-compliance or late compliance

1. As soon as the Contractor knows or expects that the Work or the activities cannot be delivered or completed on time, or that it cannot otherwise fulfil its obligations on time, it will inform the Contracting Authority of this in writing within five working days after the occurrence of and stating the cause or circumstances that make punctual delivery or completion impossible.
2. In the event of malfunctions and/or contingencies, the Contractor will immediately inform the Contracting Authority after having become aware of this. This also applies in the event that damage to the Contracting Authority's property has occurred or could occur.
3. If the Contractor invokes the inability to fulfil the Agreement, the Contractor must do everything possible in consultation with the Contracting Authority to limit damage to the Work and/or the performance of the Work as much as possible.

5. Prices

1. All prices stated by the Contractor are exclusive of VAT.
2. The agreed prices are fixed until the end of the order. There will be no interim settlement of changes in the costs of labour and materials.
3. If third parties are engaged with the Contracting Authority's permission the costs of these third parties are deemed to be included in the Contractor's price and are not eligible for separate payment by or settlement with the Contracting Authority.

6. Billing and payment

1. The Contracting Authority will not make any payments if the Agreement has not been signed and returned.
2. The Contractor must submit a payment proposal with payment instalments to the Contracting Authority in advance. The payment instalments must be linked to the status of the Work. Unless otherwise agreed in the Agreement, the parties will apply a final instalment of 10% of the Contract Price.
3. The payment proposal, as referred to in Article 6(2) of these General Purchasing Conditions, must be approved in writing by the Contracting Authority. If the Contracting Authority approves this proposal, it will be included in the Agreement. The Contractor must send each invoice to the Contracting Authority digitally in an uneditable PDF file (crediteuren-FSSC@rug.nl). It must be accompanied by the order number issued by or on behalf of the Contracting Authority/or a statement confirming that an instalment is owed.
4. In such cases, the Contracting Authority may (at the Contracting Authority's discretion) require the Contractor to provide a bank guarantee or group guarantee for a maximum amount of 5% of the contract sum.
5. Payment does not release the Contractor from any guarantee and/or liability. Payment does not imply any acknowledgement or renunciation of rights in any way.
6. The Contracting Authority is authorized to set off amounts owed by it to the Contractor or to companies affiliated with the Contractor, regardless of whether the amounts concerned are due or not, against claims it has against the Contractor and companies affiliated with the Contractor or to suspend their payment.
7. If the Contracting Authority has good reason to believe that the Contractor will not fulfil its obligations under the Agreement or will not fulfil them on time, the Contracting Authority is entitled to demand adequate security from the Contractor for the fulfilment of the Agreement. If the Contractor fails to provide the security required by the Contracting Authority, the Contracting Authority is authorized to dissolve the Agreement with immediate effect.

8. Payment of the invoice will be made within 30 days after receipt and approval thereof. Payment terms are not fatal .

7. Intellectual property

1. Unless expressly agreed otherwise, the Contracting Authority is the sole owner of all intellectual property rights regarding the Work and its design or the activities and their results which the Agreement concerns.
2. Unless expressly agreed otherwise, only the Contracting Authority has the right to capitalize on (including the right to publication, realization, and reproduction) designs, drawings, sketches, photos, etc. produced by the Contractor, as well as all objects or information carriers that form a depiction or a representation of its design.
3. Insofar as necessary, the Contractor is deemed to have waived or will not invoke its personality rights referred to in Section 25 of the Copyright Act (Auteurs wet) for the benefit of the Contracting Authority's interest in being able to make changes at its own discretion to the Work or its design or the delivery or the result of the activities which the Agreement concerns.
4. Insofar as necessary, the Contractor will cooperate with the Contracting Authority at first request and will do everything necessary to establish and/or ratify the rights referred to in the previous paragraphs of this Article for the Contracting Authority. The Contractor indemnifies the Contracting Authority against claims from third parties under this Article.
5. The Contractor is not permitted to issue publications in any form whatsoever (paper or digital) about the Work without consultation with and prior written approval from the Contracting Authority.

8. Disputes and applicable law

1. The parties will make every effort to resolve any disputes related to the formation, interpretation, performance, or termination of an Agreement in consultation, whether through mediation or not.
2. Without prejudice to the provisions of the preceding paragraph of this Article, all disputes relating to the formation, interpretation, performance, or termination of an Agreement will be settled at the Contracting Authority's discretion either (i) by the civil court in Groningen, without prejudice to the right of the parties to appeal and cassation, or (ii) by arbitration in accordance with the arbitration rules of the Council of Arbitration in Construction Disputes, as these apply three months before the Agreement is concluded.
3. If the Contractor wishes to initiate proceedings about a dispute related to the conclusion, interpretation, performance, or termination of an Agreement, it must invite the Contracting Authority in writing at least eight days before actually doing so to make a choice as referred to in the preceding paragraph of this Article. This choice is binding on the Contractor.

SECTION II. PERFORMANCE AND MAINTENANCE OF WORKS

9. Applicability of the UAV 2012 and document ranking order for works

1. Insofar as the Agreement concerns the execution of works, these General Purchasing Conditions apply to the agreement, and the UAV, insofar as these General Purchasing Conditions do not deviate from it.
2. If contract documents contradict one another, the following ranking order applies (with a being the highest in rank and d the lowest in rank):
 - a. The Written Agreement
 - b. The Specifications
 - c. These General Purchasing Conditions
 - d. The UAV
3. In addition to clause 6(14) UAV, the Contractor must warn the Contracting Authority in writing and unambiguously of any inaccuracies in the order.
4. Management is only part of the Agreement if and insofar as this is explicitly stated in the Specifications or the Written Agreement. If management is part of the Agreement, this is expressly only intended as an extra guarantee for the Contracting Authority and not as a factor to reduce the performance obligation or the Contractor's own responsibility.
5. Unless stipulated otherwise in the Specifications or the Written Agreement, a maintenance period of 12 months, as referred to in clause 11 UAV, applies to the Work.
6. Contrary to clause 31(2) UAV, the contractor carries out the coordination of interconnecting works.
7. Contrary to clause 42(2) UAV, the penalties are €500 per day in the case of a contract price (i.e. the amount for which the contractor has committed to carry out the Work, the VAT and any contract variations not included) up to €1,000,000 excluding VAT (hereinafter referred to as: **case A**). In the case of a contract sum of €1,000,000 or higher (hereinafter referred to as: **case B**), the penalty is €1,000 per day. If the damage resulting from late delivery is more than the agreed penalty amount, the damage, insofar as it exceeds the agreed penalty amount, is eligible for compensation. However, the penalty to be forfeited by the contractor and damage to be compensated due to late delivery is capped at €500,000 in case A and at €1,000,000 in case B.
8. In addition to clause 40 UAV 2012, the Contracting Authority can only be obliged to make payments that correspond to the progress of the work or to the value of the goods transferred to it. The final instalment will not be paid any earlier than three months after the completion date, provided that the Contracting Authority has established that the Contractor has fulfilled all its obligations under the Agreement. The last instalment is 15% in case A, and 5% in case B.

10. Applicability of UAV 2012 for long-term maintenance

1. If the Agreement concerns long-term maintenance, these General Purchasing Conditions apply to the Agreement (including the provisions of Article 9), and the UAV, insofar as these General Purchasing Conditions do not deviate from it.
2. Contrary to Article 10(1), the provisions of Article 14 (warranties) do not apply to long-term maintenance.

11. Drawings and calculations

1. Unless expressly stated otherwise in the Specifications or the Written Agreement, the Contracting Authority will not provide further drawings and calculations after the Agreement has been entered into. The Contractor will therefore provide any further drawings and calculations necessary for the performance of the Agreement and that

have not been provided by the Contracting Authority to the Contractor at the time the Agreement is entered into at the latest.

12. Changes in the Work

1. The Contracting Authority will give instructions in writing if there are changes to the Specifications, the Work, or the conditions of performance of the Work. Payment for additional work will only be made if a written instruction to that effect has been issued prior to execution.
2. Additional work will not be paid for if there is no written instruction.
3. If the Agreement is not performed in full or is performed at a lower price than originally agreed, the original price will be reduced accordingly at the Contracting Authority's request or with its consent.
4. Contract variations, additions, and omissions must be reported separately on invoices or progress invoices.
5. Changes to the Work will never mean that the agreed completion date is moved unless this has been expressly agreed in advance in writing and approved in writing by the Contracting Authority.
6. The Contractor will prepare an overview of the proposed changes to the Work for the construction meetings.

13. Completion after entry into force of the Quality Assurance for Construction Act (WKB)

1. If the Agreement is entered into with the Contractor after the Quality Assurance for Construction Act (de Wet Kwaliteitsborging voor het bouwen) (and therefore: Section 7:758 paragraph 4 of the Dutch Civil Code (Burgerlijk Wetboek)) has come into effect, clause 12 UAV no longer applies. The following paragraphs apply instead.
2. After the day on which the Work is considered to have been completed in accordance with the provisions of clause 10, first or second paragraphs UAV, the Contractor remains liable for defects that were not discovered upon delivery of the Work, unless these defects are not attributable to the Contractor.
3. Legal action on account of a defect for which the Contractor is liable pursuant to the second paragraph is not admissible if it is brought once:
 - a. five years after the day referred to in paragraph 1 have passed, or:
 - b. ten years after the day referred to in the first paragraph have passed, if the Work has wholly or partly collapsed or is in danger of collapsing or has become unsuitable or is in danger of becoming unsuitable for the purpose for which it is intended according to the Agreement, and this can only be remedied or prevented by taking very expensive measures.
4. If a maintenance period is prescribed, for the purposes of paragraph 3, the day after the expiry of that period will take the place of the day referred to in the first paragraph.

14. Warranties

1. The Contractor must guarantee all parts of the Work during the periods referred to in this Article (which periods are hereinafter also referred to as: the warranty period).
2. The warranty obligation commences from the completion of the relevant part until the date of completion of the Work, and subsequently for a period of 12 months for installations and ten years for all other parts of the Work.
3. If the term of a manufacturer's warranty is longer than the term required pursuant to paragraph 2, that longer term of the manufacturer's warranty will apply.

4. The Contractor will repair the defects that occur during the warranty period at its expense as soon as possible at the Contracting Authority's request.
5. Contrary to clause 22(2) of the UAV 2012, defects within the meaning of this provision are all defects, however, with the exception of those defects where the Contractor demonstrates that they must be attributed with a high degree of probability to a circumstance that can be attributed to the Contracting Authority.
6. In the event of repair or replacement during the aforementioned warranty period, the warranty period for the repaired or replaced items and/or parts will start anew from the time of replacement or repair.
7. If a more extensive warranty applies to a part of the Work in accordance with the warranty conditions of the Contractor or (a subcontractor/supplier) of the Contractor, that warranty is also deemed to have been given by the Contractor to the Contracting Authority. The Contractor is obliged to inform the Contracting Authority of this more extensive warranty in writing.
8. If in the opinion of the Contracting Authority, the Contractor is failing to meet its warranty obligations or meet them punctually, as well as in urgent cases where, after consultation between the parties, it appears that the Contractor is incapable of taking adequate action, or if the Contractor cannot be reached in time by telephone or in writing in the Contracting Authority's opinion, the Contracting Authority is entitled to repair or replace defects at the Contractor's expense (or have this carried out) at the Contractor's expense and risk. The Contracting Authority will inform the Contractor of any such repairs as soon as reasonably possible.

15. Liability

1. The Contracting Authority is not liable for damage to or loss, or theft of tools, materials, and auxiliary materials or other items belonging to the Contractor, except if this is the result of intent or gross negligence on the part of the Contracting Authority. The same applies to tools, equipment, and auxiliary materials or other items belonging to the Contractor kept in spaces made available by the Contracting Authority.
2. The damage to be compensated by the Contractor to the Contracting Authority, arising during or after the execution of the Work, is limited to an amount of €2,500,000 per event, unless any insurance taken out by the Contractor covers the additional damage above this amount.
3. The provisions of paragraph 2 of this Article do not affect any obligation on the part of the Contractor to perform, repair, and/or rebuild a part of the Work, even if the costs thereof would exceed the amount referred to in paragraph 2.

16. Outsourcing

1. The Contractor is not authorized to have the Work carried out in whole or in part by a third party without the written approval of the Contracting Authority. The Contracting Authority may attach further conditions to this approval.
2. If the Contractor assigns the Work in whole or in part to a third party with the Contracting Authority's permission, it must draw up a Written Agreement to this end. The Contractor is obliged to include all its rights and obligations under the Agreement with regard to the work to be outsourced in full in the Agreement between the Contractor and the third party, and to oblige the third party to also impose the provisions of this paragraph on the party or parties to be engaged in writing.

17. Personnel, labour, environment, and integrity

1. The Contractor guarantees that persons it engages for work that are used for the execution of the Work are sufficiently qualified for the Work to be delivered. The employees to be engaged by the Contractor must have the legally required diplomas and certificates needed for the performance of the Work.

2. The Contractor guarantees that persons it engages for work that are used for the execution of the Work comply with all legislation and regulations applicable in the Netherlands concerning quality, working conditions and the environment (including but not limited to the Working Conditions Act (Arbeidsomstandighedenwet), the Working Hours Act (Arbeidstijdenwet), the Placement of Personnel by Intermediaries Act (Wet Allocatie Arbeidskrachten Door Intermediairs), the Foreign Nationals Employment Act (Wet Arbeid Vreemdelingen), the Sham Employment Arrangements Act (Wet Aanpak Schijnconstructies), the Compulsory Identification Act (Wet op de Identificatieplicht), the Minimum Wage and Minimum Holiday Allowance Act (Wet Minimumloon en Minimumvakantiebijslag), and the Cross-Border Employment Conditions Act (Wet Arbeidsvoorwaarden Grensoverschrijdende Arbeid) etcetera.
3. When performing the Agreement, the Contractor must comply with the applicable Collective Labour Agreement that applies to the Contractor. The Contractor must have certification or a quality mark that usually applies within the sector to show that its staff are paid according to legislation, regulations and the Collective Labour Agreement, and that demonstrates compliance with all legislation relating to working conditions and occupational health and safety.
4. The Contractor guarantees that it complies with the requirements as referred to in the applicable Collective Labour Agreement, and the law with regard both to its own personnel and the personnel of third parties it engages.
5. The Contractor guarantees that the resources used by the Contractor comply with everything prescribed by law with regard to quality, occupational health and safety, and the environment.
6. The Contractor is obliged to impose the obligations from this Article in full on all parties with whom it enters into agreements for the performance of its work under this Agreement. The Contractor is also obliged to stipulate that these parties subsequently include these contractual obligations in full in the agreements that they may enter into for the execution of the Work.
7. The Contractor must record all employment conditions agreements with regard to the payment of wages owed and allowances for its employees involved in the performance of the Agreement in a transparent and accessible manner in its payroll administration.
8. The Contractor must impose the contractual obligations set out in this Article in full on all parties with whom it makes arrangements or enters into agreements for the purpose of executing the Agreement. In addition, the Contractor must ensure, before and during the performance of the work, that third parties engaged by it comply with the provisions of this Article and of the Collective Labour Agreement, in respect of its own staff, subcontractors, or suppliers. The Contractor must treat these parties in the manner described in this Article. The Contractor must document its findings with regard to this provision, as part of the information referred to in this Article.
9. If, at any time, it appears that the Contractor has not complied with its obligation to pay the employees in accordance with the legislation and Collective Labour Agreement and/or if there is a subsequent payment obligation on the part of the Contractor in this regard, the Contractor will comply with this payment or repayment obligation with immediate effect and provide proper proof thereof to the Contracting Authority.
10. The Contractor indemnifies the Contracting Authority against all third-party claims arising from the work performed by the Contractor, including those relating to possible fines based on violation of the Foreign Nationals (Employment) Act (de Wet Arbeid Vreemdelingen) or other statutory provisions and wage claims pursuant to Section 616a and/or Section 616b Book 7 of the Dutch Civil Code (Burgerlijk Wetboek). The Contractor must pay the relevant amounts to the Contracting Authority on demand, failing which the Contracting Authority is entitled to withhold these amounts from the next instalment, to set them off against claims the Contractor has against the Contracting Authority, or to recover them otherwise.

11. If the Contracting Authority requests that the Contractor provides further information or documentation relating to the provisions of this Article, the Contractor must provide the requested information and/or documentation within 10 working days. The Contracting Authority is entitled to verify indications of underpayment. Depending on the situation, the Contracting Authority is entitled to consult trade unions and/or authorized bodies for this purpose. The Contracting Authority will inform stakeholders about indications of underpayment and the subsequent measures taken. The Contractor must not hinder these processes and must cooperate in the verification of the indications and in dealing with authorized bodies.
12. If the Contractor or a third party engaged by the Contractor has not fulfilled its obligations as referred to in this Article, there is an imputable failing in the fulfilment of the Contractor's obligations under this Agreement, and the Contractor is in default without notice of default being required.
13. The Contractor indemnifies the Contracting Authority against all damage and costs if the Contracting Authority is held liable on the grounds of non-payment of the wages owed by an employee in the chain.
14. In the event of misconduct or an imputable failing of the Agreement by personnel of the Contractor or third parties engaged by it, the Contracting Authority is entitled to deny access to personnel of the Contractor, or third parties engaged by it, or to remove them from the Work on first demand. The related costs will be borne by the Contractor.

18. Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act/Reverse Charge Scheme (Wet ketenaansprakelijkheid)

1. The Contractor indemnifies the Contracting Authority against all claims that third parties could make against the Contracting Authority under supply chain responsibility.
2. With regard to the supply chain responsibility, on the first day of each calendar week during the performance of the Work, the Contractor checks and collects all man-hours of its own personnel with regard to the Work, as well as the data for all other employed persons with regard to the Work in respect of BSN-numbers, dates of birth, names, addresses, and copies of passports or proof of identity, and allows the Contracting Authority to monitor the Contractor's compliance with the obligations imposed by law.
3. The Contractor will closely monitor that any subcontractors comply in full with the aforementioned obligations and impose all obligations arising from supply chain liability on their subcontractors as a perpetual clause and monitor compliance thereof.
4. The Contractor is obliged to open a blocked account (G-account) as referred to in the Implementing Regulations 2004 for Hirers, Supply Chain and Contracting Authority Liability, and to notify the Contracting Authority in full detail of all changes in this account at least every three months.
5. The Contractor will only enter into an Agreement with subcontractors who have a G-account or who will immediately open such an account unless the subcontractor is regarded as a self-employed person.

19. Insurance

1. Without prejudice to its liability, the Contractor will take out Construction All-risk (CAR) insurance at its own expense, on which all parties involved in the project, such as in any case the Contracting Authority, contractors, sub- and ancillary contractors, advisers, including advisers to the Contracting Authority (including architect(s) and management), are also insured.
2. From the date of commencement of the Work until the end of the maintenance period, the CAR insurance will provide cover for at least the following categories:
 - I. material damage to the Work;

- II. liability towards third parties (which in any case includes liability for property damage and personal injury as well as consequential damage), including mutual liability of the insured parties;
 - III. damage to existing property belonging to the Contracting Authority;
 - IV. damage to auxiliary equipment;
 - V. damage to property of management and personnel.
3. The CAR insurance must provide cover for the various categories for at least the following amounts:
 - I. material damage to the Work: the insurance must be up to such an amount (including turnover tax) that all costs can be paid from the insurance payments for clearance, repairing or replacing anything which is damaged or lost, as well as the costs of preparation, management and supervision and any completion fee;
 - II. liability: amount to be insured at least €2,500,000 per event;
 - III. damage to property of the Contracting Authority: amount to be insured at least €2,500,000 per event;
 - IV. damage to auxiliary equipment: amount to be insured at least €100,000 per event;
 - V. damage to property of management and staff: amount to be insured at least €5,000 per event.
 4. The CAR insurance must also include loss or damage due to inherent defects, construction errors, errors in the design, faulty materials, and insufficient expertise, all with the exclusion of the provisions of Section 7:951 of the Dutch Civil Code (Burgerlijk Wetboek).
 5. For categories I, II, III, IV, and V, the deductible must be €2,500.
 6. The insurance must have a primary character for all insured parties, with the exclusion of mutual recourse.
 7. The Contractor must stipulate that in the event of damage covered under headings I and III, the payment to be received under the CAR insurance will be made directly to the Contracting Authority. The Contracting Authority pays the appropriate proportion of the payment received to the Contractor in question as it progresses with the clearance, repair, or replacement.
 8. The CAR insurance must provide cover until the end of the maintenance period. This means, among other things, that the Contractor must ensure that the CAR insurance is extended in the unlikely event that the maintenance period ends later because the completion period has been exceeded, for example.
 9. The Contractor must stipulate that damage that is reported after the end of the maintenance period, but that occurred in the period before that, is covered by the CAR insurance.
 10. The Contractor will stipulate that in the event of cancellation of the policy, the relevant insurer and/or broker and/or intermediary will notify the Contracting Authority by registered letter at the same time as that cancellation and that the insurance will continue for 14 days after the letter is sent, during which period the Contracting Authority has the right to continue the insurance at the Contractor's expense (or, if desired, at its own expense or that of another Contractor) or to take out new insurance under the same conditions as if it were a continuation. The premium and costs paid in this respect may be deducted from the contract sum by the Contracting Authority or at least be recovered from the Contractor.
 11. The Contractor submits the insurance offer, including a draft of the policy schedule with the policy conditions of the CAR insurance for approval within three days after signing the Agreement to the Contracting Authority (and in the event that management is conducted: to the management), who will check whether the policy complies with the provisions of this Article. The documentation proving that CAR insurance has been taken out which complies with the provisions of this Article must be submitted to the

Contracting Authority or the management as soon as possible, in any event within one week after the day on which the Agreement was entered into.

12. Without prejudice to the CAR insurance to be taken out, it will also take out at least:
 - a. a business liability insurance policy, which includes the usual insured sum;
 - b. an insurance policy that provides cover against damage resulting from the use of contractor equipment in the performance of the Work;
 - c. an insurance policy that provides cover against damage to objects covered by the Motor Vehicle Liability Insurance Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen); and
 - d. employer's liability insurance that in any case offers cover for damage as a result of violation of Sections 7:658 of the Dutch Civil Code and 7:611 of the Dutch Civil Code (Burgerlijk Wetboek).

20. Dissolution, suspension, and right of retention

1. Without prejudice to its further right to compensation, the Contracting Authority is entitled, without further notice of default or judicial intervention being required, to dissolve the Agreement in writing in whole or in part, if, but not limited to:
 - the Contractor continues to fail to fulfil its obligations in a timely and/or proper manner despite a summons;
 - the Contractor is in default by operation of law, for example, if the agreed delivery times or completion dates are exceeded;
 - the Contractor applies for a moratorium of payments or is declared bankrupt;
 - the Contractor discontinues its business operations, loses control over them, transfers its business or part of it to another party, winds up or closes down;
 - the Contractor is in any other way restricted in its authority to perform legally valid legal acts.
2. In the event of an impediment to the performance of the Agreement as a result of force majeure on the part of the Contracting Authority, the Contracting Authority is entitled, without judicial intervention, either to suspend the performance of the Agreement for a maximum of six months, or to dissolve the Agreement in whole or in part without being obliged to pay any compensation to the Contractor or any party engaged by the Contractor. Clause 14(10) UAV and Section 7:764 of the Dutch Civil Code (Burgerlijk Wetboek) do not apply. During the suspension, the Contracting Authority is authorized and, at the end of it, is obliged to opt for performance or for full or partial cancellation of the Assignment.
3. In an explicit addition to and/or derogation from the UAV, the Contractor is never permitted to suspend or fully or partly cease the Work, in the event of any discussions about additional or less work, instalments or other payments, delay or costs of delay, or other aspects relating to the performance of the Work without prior written approval from the management.
4. In express derogation from the UAV, clause 45(1) to (3) will lapse. Instead, if the Contracting Authority has defaulted on the payment of any instalment or other payment, it will owe the Contractor the statutory interest as referred to in Section 6:119 of the Dutch Civil Code (Burgerlijk Wetboek) at most, without surcharge or 'interest on interest'.
5. The Contractor will never be able to invoke any right of retention as referred to in Section 3:290 of the Dutch Civil Code (Burgerlijk Wetboek) with regard to the Work or parts of it vis-à-vis the Contracting Authority.
6. Unless expressly agreed otherwise, each Agreement is entered into under the resolute condition that the Work in connection with which the Agreement was entered into does not go ahead. If the Work only partially proceeds, the Agreement will be amended accordingly.

SECTION III: CONSULTANCY SERVICES

21. Applicability of the DNR and ranking order

1. These General Purchasing Conditions and the DNR, insofar as these General Purchasing Conditions do not deviate from it, apply to the Agreement.
2. If contract documents contradict one another, the following ranking order applies (with a being the highest in rank and d the lowest in rank):
 - a. The Written Agreement
 - b. These General Purchasing Conditions
 - c. The DNR

22. Non-applicable articles or paragraphs of the DNR

1. In express derogation from the DNR, the following articles or paragraphs are excluded from the DNR.

- **Article 3:** Preliminary investigation
- **Article 4:** Laying down the commission
- **Article 5:** Activities by other parties
- **Article 9:** first paragraph sub 1b: Adjustments to the commission
- **Article 14:** Compensation
- **Article 15:** Extent of the compensation
- **Article 18:** The Contracting Authority is a consumer
- **Article 21(2):** Consequences of the delay or interruption of the commission
- **Article 24:** Cancellation of the commission without reason
- **Article 33:** Payment obligation after cancellation without reason by the client.
- **Article 34:** Rights on the advice after the cancellation without reason by the client.
- **Article 35:** Payment obligation after cancellation without reason by the client.
- **Article 36:** Rights on the advice after the cancellation without reason by the client.
- **Article 45:** Ownership of documents
- **Article 46:** Rights of the consultant to the advice
- **Article 50:** Consultancy costs
- **Article 51:** Determination of the consultancy costs
- **Article 52:** Calculation as a percentage of the execution costs
- **Article 53:** Calculation based on spent time
- **Article 56:** Payment of consultancy costs
- **Article 58:** Disputes

23. Addition or amendments to articles or paragraphs of the DNR

1. In addition to Article 11(10) DNR, the consultant must warn the Contracting Authority in writing and unambiguously about inaccuracies in the order as referred to in Article 11(10) DNR.
2. In addition to Article 12(9) DNR, the Contracting Authority will meet its payment obligations in a timely manner, provided that the extent of payment corresponds to the progress of the work and insofar as the Contracting Authority has not expressly withheld its approval of parts of the Work.
3. The damage to be compensated by the consultant is limited to an amount of €2,500,000 per assignment.