TERMS AND CONDITIONS – YGEIA ARBODIENSTVERLENING
Version 2026.1
Effective date: 1 January 2026

Article 1. Applicability of these Terms and Conditions
1. These Terms and Conditions apply to every offer and agreement between Ygeia and an organization or company, hereinafter referred to as the Client, unless expressly agreed otherwise in writing.
2. All legal relationships (including quotations) between Ygeia and the Client are subject exclusively to these Terms and Conditions, to the exclusion of any other general terms and conditions.

General Provisions

Article 2. Quotations
1. All quotations are valid for 6 to 8 weeks from the quotation date or, if absent, the date of the accompanying offer letter.
2. If the Client withdraws the order after signing the quotation, activities already performed will be invoiced.
3. Price increases within three months after conclusion of the agreement are only permitted if they result from statutory regulations or provisions.

Article 3. Service Provision
1. Services provided by Ygeia consist of the services described in the agreement, supplemented by a DVA signed by the Parties, including all amendments agreed in writing after conclusion of the agreement.
2. The Client shall provide Ygeia, free of charge and in a timely manner, with all information necessary for proper performance of the services and is responsible for its completeness and accuracy.
3. The Client shall grant Ygeia physical and digital access to its organization where required.
4. Ygeia reserves the right to amend the service agreement as of the end of the current contract period. The Client shall be informed in writing no later than six weeks prior to implementation and shall be deemed to have accepted the amendment unless written objection is submitted within 30 days.
5. Agreed time limits are not fatal unless expressly stated otherwise.

Article 4. Duration, Termination and Dissolution
1. Unless otherwise agreed, agreements are entered into for a period of twelve months.
2. After expiry, the agreement is tacitly renewed for the same period unless terminated by registered letter with three months' notice (six months if the Client has more than 500 employees).
3. Interim dissolution is only permitted if:
   a. obligations are not met after written notice;
   b. bankruptcy, suspension of payments or liquidation is initiated;
   c. assets are seized;
   d. death or prolonged illness (over six weeks) of Ygeia's owners occurs.
4. Merger, acquisition or change of legal form does not constitute grounds for interim termination.
5. No refund of prepaid fees shall be made upon termination unless otherwise agreed.

Article 5. Cancellation
1. Cancellation of appointments for individual employees must take place at least two working days in advance.
2. Late cancellations are fully chargeable.

Article 6. Pricing
1. All prices are exclusive of VAT and recorded in the applicable price list.
2. Ygeia may annually index prices based on CBS/NZa or collective labour indices.
3. Ygeia may amend prices beyond indexation with effect from a new calendar year, subject to prior written notice.
4. Twice yearly, a benchmark in the absenteeism application determines the applicable connection fee.
5. Settlement takes place at the start of the sixth and twelfth contract month.
6. The Client may be required to submit an accountant's statement regarding employee numbers.
7. Third-party costs are charged separately.
8. Ygeia may charge statutory storage costs for medical data upon termination.
9. Data transfer costs upon termination are borne by the Client.
10. If the Client's annual turnover with Ygeia is less than € 1,000.00 (excluding VAT), Ygeia is entitled to charge a fixed annual fee to cover administrative, statutory and system-related costs, including but not limited to the provision, maintenance and management of a certified absenteeism management application. This fee is payable regardless of actual use of services and will be communicated annually in advance.
11. Surcharge in the Absence of a Basic Contract:
    If the Client has not entered into a Basic Occupational Health Services Contract (Basiscontract Arbodienstverlening) with Ygeia that has been approved by Ygeia, Ygeia shall be entitled to apply a surcharge of 10% to all agreed and applicable rates. This surcharge shall apply from the commencement of the services and shall cease to apply as of the date on which a legally valid Basic Contract has been entered into between the parties.

Article 7. Invoicing and Payment
1. Unless otherwise agreed, invoices must be paid by the Client within fourteen days after the invoice date, without any right of set-off, suspension or discount.
2. If the payment term is exceeded, the Client shall be in default by operation of law, without notice of default being required. Ygeia shall be entitled to suspend its services as of that date.
3. From the second reminder onwards, administration costs of € 15.00 per reminder shall be charged.
4. If the Client remains in default despite a reminder stating the obligation to pay extrajudicial collection costs, payments received shall first be applied to interest and collection costs and subsequently to the outstanding principal.
5. The Client shall owe contractual interest of 1.5% per month on the outstanding amount.
6. Extrajudicial collection costs amount to at least 15% of the outstanding invoice amount, with a minimum of € 150.00.
7. In the event of untimely or incomplete payment, Ygeia is entitled to charge contractual interest of 1.5% per month from the due date without further notice.
8. For projects exceeding € 500.00 excluding VAT, Ygeia may require an advance payment of 50%.
9. If the Client's creditworthiness gives cause, Ygeia may require additional security and suspend performance until such security is provided.
10. All judicial and extrajudicial costs incurred by Ygeia due to non-compliance by the Client shall be borne by the Client.

Article 8. Confidentiality
1. Ygeia guarantees confidentiality of all information concerning the Client's business operations, working conditions and personal data obtained during performance, unless disclosure is required by law.
2. Ygeia shall impose equivalent confidentiality obligations on its employees and third parties.
3. Contractors are bound by data protection and privacy regulations as set out in Ygeia's privacy policy.
4. Ygeia may publish anonymised case studies for scientific or professional purposes.

Article 9. Ygeia Resources
All resources supplied by Ygeia, including software and instructions, remain the property of Ygeia. Intellectual property rights remain vested in Ygeia unless expressly transferred in writing.

Article 10. Liability
1. Ygeia is liable only for direct damage resulting exclusively from its fault and only up to the amount paid out by its insurer.
2. Ygeia is not liable for indirect damage, including loss of profit, business interruption or consequential damage.
3. If no insurance cover applies, liability is limited to € 10,000.00 including VAT.

Article 11. Disputes
1. In the event of disputes arising from this agreement or any constructive agreements, the Parties shall undertake to immediately resolve the dispute amicably.
2. This does not affect the right of either party to have the dispute settled by a competent court in The Hague

Article 12. Applicable Law
1. Dutch law applies to all agreements between Ygeia and the Client.
2. Invalid provisions shall be replaced by legally permissible equivalents reflecting the original intent.

Article 13. Amendments to the Terms and Conditions
Ygeia is entitled to amend these Terms and Conditions. Amendments take effect on the announced date or, if no date is specified, upon notification to the ClientArticle 7. Invoicing and Payment.

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