

Article 1. Applicability of these Terms and Conditions

1. The Terms and Conditions are applicable to every offer and agreement between an organisation/company randomly hereinafter referred to as the Client, the Contractor and Ygeia, insofar as the Parties have not explicitly deviated from these Terms and Conditions in writing.
2. All legal relationships (including tenders) between Ygeia on the one hand and the organisation for which a tender has been issued, or which are subject to an agreement on the other hand, are subject to the explicit exclusion of other general conditions excluding these. Applicable General Terms and Conditions

General Stipulations

Article 2. Quotes

1. All quotes are valid for two months from the date of the quote or failing which, the date of the offer.
2. The quote prepared by Ygeia is non binding but implies the preparation of a Contract or Service Agreement by Ygeia in accordance with the Client.
3. If the quote is withdrawn after the Client has signed it, the activities already performed shall be invoiced accordingly.
4. Price increases within 3 months after the conclusion of the Agreement are permitted only if they result from statutory regulations or provisions.

Article 3. Service provision

1. Services provided by Ygeia covers services, described in the Agreement, supplemented with a DVA signed by the Parties, including any changes, amendments and/or additions agreed upon in writing in consultation with Ygeia and the Client.
2. The Client shall provide Ygeia free of charge and timely with all information Ygeia requires for the execution of the service agreement. The Client shall be responsible for the comprehensiveness and accuracy of the information provided.
3. The Client shall grant Ygeia access to its organisation, if it is so required for the implementation of the agreement.
4. Ygeia reserves the right to change the service agreement and/or the General Terms and Conditions, by the end date of the current contract period. The Client shall be notified in writing, no later than six weeks before the changes are made, and shall be deemed to have agreed to the changes unless it gives notice to Ygeia within 30 days, by means of written correspondence stating the contrary. Other changes, amendments and/or additions of quotes, agreements and deviations from these General Terms and Conditions, shall only take effect if they have been agreed in writing between the Client and Ygeia.
5. Assignments shall be executed within the agreed periods. In case of any imminent overrun of any period, the Parties shall consult with each other as soon as possible.

Article 4. Duration, termination and dissolution

1. Unless otherwise stipulated in the service agreement, this shall be entered into for a period of 12 months.
2. After the expiration of the agreed period, the agreement shall be tacitly renewed for the same period, unless one of the Parties has provided a termination notice with due observance of a notice period by means of a registered letter, at the latest three months before the end of the current term. By way of derogation, if the Client has more than 500 employees, a notice period of six months before the end of the current contract period shall apply to both parties.
3. Subject to the cases mentioned below interim dissolution shall not be possible. Each Party shall be authorised to dissolve the agreement by registered letter if:
 - 3.1 The other Party fails to fulfil one or more of its obligations within a period prescribed by registered letter;
 - 3.2 The counterparty apply for bankruptcy, suspension of payment is granted or measures which indicate the liquidation or cessation of the business.
 - 3.3 In the event of death or prolonged illness (longer than six weeks) of the owners of Ygeia.

4. Acquisition, merger, change of legal form or privatisation of a Party does not constitute grounds for interim termination of the agreement.
5. Upon termination of the service agreement, no refund shall be paid for the prepaid basic contribution, unless otherwise agreed in the offer.

Article 5. Cancellation

1. Cancellation of planned appointments, regarding individual employees, must be made no later than two working days before the agreed time period.
2. Appointments, supervision of absenteeism, (parts of) inspections, projects or other services that are terminated by or on behalf of the Client within fewer than two business days prior to the scheduled start date, may be fully charged to the Client.
3. Cancellation of training, courses and theme days can only be done in writing and must be done no later than two weeks before the agreed time. In which case, 10% of the agreed price will be charged. If cancelled less than 14 days before commencement, the Client shall be obliged to pay 100% of the price.

Article 6. Pricing

1. All pricing is exclusive of VAT and recorded in the Price List.
2. Ygeia has the right to increase prices and rates from the start of a new calendar year with the percentage at which the CBS index of the NZa policies and/or the collective labour wages per hour, including special rewards and private sector companies, have increased from June of the current calendar year, when compared with the same figure for the month of June of the previous year. The results of this indexing are rounded off.
3. Ygeia reserves the right to change prices and tariffs, to other than the price index, with effect from a new calendar year. The Client shall be notified in writing, no later than six weeks before the changes are made, and shall be deemed to have agreed to the changes unless it gives notice to Ygeia within 30 days, by means of written correspondence stating the contrary.
4. The reference date for the connection fee is tested during a six month period, based on the number of employees in service.
5. Settlement in terms of Article 4, takes place at the beginning of the sixth and twelfth month of the contract year. Settlement on employee increases will be calculated pro rata. Settlement of employees' reductions will not result in a decrease of the premium in a current contract year.
6. The Client is obliged to present a statement from a registered accountant regarding the number of employees at the request of Ygeia. In case of aberrations, the costs of the investigation shall be borne by the Client.
7. Costs incurred by third party appointment are not included in the tariffs stated in the quotation or website, unless otherwise agreed upon. If, after consultation with the Client, the third parties are appointed for services that are to be delivered to the Client, the costs shall be born by the Client. If it is necessary to collect medical information from third parties, costs relating to this information shall be borne by the Client, even if no prior consultation has been made regarding this. The foregoing also applies in case of third party engagement in terms of (legal) arrangements.
8. Ygeia reserves the right to charge the Client the statutory term costs for the storage of medical data in the event of termination of the service agreement by the Client.
9. The costs of transferring data from Ygeia's records and registrations resulting from the termination of the agreement shall be borne by the Client.

Article 7. Invoicing and payment

1. Unless otherwise agreed upon, the Client shall pay Ygeia within 14 days of the invoice date, without any claim for settlement.
2. If the payment period is exceeded, the Client, without notice, shall be in default. Ygeia's obligation to provide services are suspended with effect from the date of expiry of the payment period. From the 2nd reminder there will be administration costs per Reminder be charged.
3. If the Client remains in default, despite a reminder of the declaration

of liability for extrajudicial collection costs, the (partial) payments will be deducted - under any title - first deducted from interest and extrajudicial collection costs and then on the invoices themselves, while the Client shall remain liable for statutory interest on the outstanding amount from that date.

The extrajudicial collection costs amount to at least 15% of the outstanding invoice amount with a minimum of € 150, -

4. In the event of the untimely full payment of any invoiced amount, the Client shall be in default. Ygeia shall be entitled to increase the outstanding invoice amount with an interest of 1.5% per month, starting from the due date of the outstanding invoice or part thereof. A reminder is not required for this purpose.
5. In the execution of projects, totalling an amount of more than € 500, - excluding VAT, 50% of the total amount due will be charged as a deposit upon acceptance of the offer by the Client.
6. If in Ygeia's opinion, the Client's credit rating requires further security, Ygeia may suspend the performance of the Agreement until the security requested has been lodged.
7. All costs that Ygeia will make for non-compliance with any obligation by the Client, both judicial and extrajudicial, will be borne by the Client.

Article 8. Non-Disclosure Agreement

1. Ygeia shall treat all information relating to the business of the Client as confidential, such as the workplace conditions and all information that it shall obtain during the execution of its services, and shall not disclose this information to any third parties, provided that Ygeia not be legally compelled to do so in accordance with legislation.
2. Ygeia has imposed a confidentiality obligation upon all its employees and all third parties engaged in the execution of the services.
3. Ygeia's Contractors are all bound to adhere to the rules and regulation regarding the safe handling of digital and personal information, as defined in Ygeia's Privacy Policy.
4. Ygeia shall have the right to publish activities in the field of scientific literature regarding the Client and to hold scientific presentations about it. Ygeia hereby guarantees the privacy of the client and its staff by publishing any casualty in an anonymous manner.

Article 9. Ygeia Resources

The resources provided by Ygeia, including software and furnished conditions, shall remain the property of Ygeia and may not be retained or reproduced by the Client without written consent. Intellectual property rights developed opinions, models, methods, techniques, software and products shall remain, except when expressly transferred, the property of Ygeia.

Article 10. Liability

1. Ygeia shall only be liable for damages that are directly and exclusively its fault, provided that its liability is limited to the compensation for damage for which Ygeia is insured or with in reason, or should be insured for in view of prevailing industry practices. The applicable limitations are listed below.
2. Ygeia shall never be liable for indirect damage, including consequential loss, loss of profits, savings and damage owing to company stagnation. If Ygeia in respect of any damage arising from its activities and for which it under these Terms and Conditions, be approached by third parties, then the Commissioner shall indemnify Ygeia.

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. The Dutch law shall apply to all agreements between the Client and Ygeia.
2. Should any specifications of these Terms and Conditions contradict any applicable legal stipulations, the relevant stipulation shall expire and shall be replaced by a new legally acceptable comparable stipulation to be determined by Ygeia.

Article 13. Amendments to the Terms and Conditions

Ygeia shall be authorised to make changes to these Terms and Conditions. The modified rules shall take effect on the announced date of their entry into force. Ygeia will send the modified conditions to the Client in good time. If no date of coming into force is communicated to the Client, changes concerning the Client shall come into force as soon as the change is communicated to him.