

PAVING THE WAY TO PROJECT EFFICIENCY

Article 1. Definitions

1. In these General terms and conditions the following terms are used in the following sense unless expressly stated otherwise.

BW: The Dutch Civil Code.

Client: The natural person or (public law) legal entity with whom HDP concludes or has concluded a Contract.

Company: the natural or legal person acting in the exercise of a profession or business.

Contract: Any contract concluded between Client and HDP whereby HDP undertakes towards Client to perform the work in which these General terms and conditions are declared applicable, and in which agreements may also be made for the supply by HDP of equipment, personnel and / or services, together with any schedules and / or amendments and / or supplements thereto.

Contractor: the company that realises the HDP solution at the Site, and with which Client enters into a Contract for that HDP solution.

Contract price: The amount for which HDP has undertaken to perform its part of the work, excluding VAT.

Delivery: The moment when the Client has accepted in Writing the completion of the agreed service and/or the delivery of the Product after the Contractor has presented the work as ready for delivery.

General terms and conditions: these General terms and conditions, including any appendices and additional terms and conditions that relate to specific agreements and Contracts.

Geotechnical Report: The systematic collection of geophysical data obtained through a geophysical survey.

HDP: The Contractor, also user of these General terms and conditions, Heavy Duty Pavements B.V. (Chamber of Commerce number 24490654), which deals with the design, monitors the processes, and coordinates the construction by Contractor of soil stabilisation.

HDP solution: all or part of soil improvement solutions by means of cement-based soil stabilisation constructed by the contractor to improve the load-bearing capacity of the site at the site (including but not limited to Enviro-Mat).

KLIC notification: a notification made to the Land Registry before the Contractor starts digging. This notification is required by law when digging with a machine. Once a KLIC notification is made, the applicant receives data from the Land Registry to gain insight into a site's cables and pipelines.

Offer: Any Written offer to Client to supply Products and/or provide Services.

Party(ies): HDP or Client, or these parties jointly.

Product: a material industrial (semi-)fabricated product that is not manufactured by the Contractor or HDP, and which is supplied or incorporated in a Work, with or without a manufacturer's warranty.

Quotation: An offer containing the price and terms of delivery for the work, addressed to the Client in order to conclude the Contract.

Residue: The remnants of the HDP solution after the stabilisation is broken up for the purpose of removing the HDP solution.

Services: the services provided and/or to be provided by HDP under the Contract(s);

Site: The place where the required equipment will be used, where personnel will perform the work, where services will be provided and/or where the HDP solution will be applied.

Specification: The description of the work, the accompanying drawings, the conditions applicable to the work and the explanatory note(s).

Website: The public website www.heavyduty-pavements.com, as well as any other website used by HDP at any time for its Products and/or Services.

Work: The work to be performed by the HDP under the Contract with the Client.

Written: Any letter, deed, email or bailiff's writ. WhatsApp, SMS and other digital (and/or social media) forms of communication expressly do not qualify as Written.

Article 2. Applicability

1. Unless otherwise agreed in Writing, the General Terms and Conditions form part of all HDP's offers and all Contracts which are concluded between HDP and Client.
2. Amendments or supplements to these General Terms and Conditions are only valid to the extent explicitly agreed in Writing between HDP and Client.
3. General terms and conditions used by Client shall not be applicable unless expressly accepted by HDP In Writing as part of the Contract.
4. If any provision of these General Terms and Conditions is null and void or is annulled, the other provisions shall remain in force and this shall not affect the other provisions of the General Terms and Conditions in any way. In that case, the parties shall consult with each other as soon as possible in order to reach a solution that is in the spirit of the General terms and conditions and as close as possible to the purpose and tenor of the void or annulled provision.
5. To the extent that the provisions of the General Terms and Conditions conflict with the provisions of the Contract or further conditions, the provisions of the Contract and/or those further conditions shall prevail.
6. These General Terms and Conditions and any Contract and relationship between HDP and Client shall be governed by Dutch law. If there is any dispute about these General Terms and Conditions the Dutch version will prevail. The applicability of the Vienna Sales Convention is expressly excluded.

Article 3. Quotation, offer and formation of Contract

1. The Quotation shall be issued In Writing except in urgent circumstances.
2. The Quotation is non-binding unless it contains a period for acceptance. If a quotation is non-binding and accepted, HDP shall be entitled to revoke the offer within five (5) working days after receipt of the acceptance. HDP is not obliged to perform the Contract at a price indicated in the Quotation if such price is based on an obvious printing or typing error, or an obvious calculation error.

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3. Drawings, technical descriptions, designs and calculations made by HDP or at its behest remain the property of HDP irrespective of whether costs are charged for them. They may not be made available or shown to third parties with a view to obtaining a comparable quotation, or used with a view to obtaining any advantage for oneself or third parties. Nor may they be copied or otherwise reproduced.
4. If no order is granted, these documents must be returned to HDP, postage paid, within fourteen (14) working days upon HDP's first request.
5. Unless otherwise agreed, costs for licences, local levies, parking and encroachment licence fees are not included in the amount of the Quotation. HDP is entitled to charge these costs to Client.
6. The amounts stated in the Quotation are in euros, or US Dollars, and exclusive of VAT.
7. A Contract is concluded:
 - if and to the extent Client accepts HDP's Quotation In Writing and/or
 - if and to the extent that the Parties sign a Written Contract and/or
 - after HDP has received the order for the work and has commenced performance of the work.
8. The Contract is entered into by HDP under the resolutive condition that the Client's creditworthiness has been satisfactorily demonstrated and/or guaranteed to HDP; if HDP so desires, the Client shall at all times provide security. The costs of providing such security shall be borne by the Client. If the satisfactory creditworthiness of the Client has not been demonstrated, HDP reserves the right at all times to terminate a Contract, either in whole or in part, without judicial intervention, without any further obligation on the part of HDP to perform the remainder and/or to pay damages. The sufficiency of creditworthiness shall be at HDP's discretion, and Client may not claim and shall not be entitled to any damages.

Article 4. Agreement on sharing of price increases

Settlement in connection with changes in labour costs, taxes, fees, fuels and building materials passed on by the Contractor shall take place in accordance with the applicable Standard RAW Provisions 2015 or its administrative successor. The components shall be stated in the quotation. If no labour cost and/or fuel component is stated in the quotation, it will be set at 35% and 12% of the contract sum respectively. This will be determined in the contract between Client and Contractor.

Article 5. Information and confidentiality

1. Each Party shall be liable and responsible to the other Party for the accuracy, correctness and completeness of the documentation and information provided by it or on its behalf. Each Party may rely fully on the accuracy, correctness and completeness of the documentation or information provided to it by or on behalf of the other Party. Each Party indemnifies the other Party against all consequences of any inaccuracy, incorrectness and incompleteness of the documentation and information provided by it or on its behalf to the other Party.
2. If additional information is required, HDP shall notify Client and Client shall provide such additional information without undue delay.

Article 6. Client obligations

1. Client shall provide to HDP without undue delay all information required and specified as such in the Quotation or otherwise requested by HDP from Client.
2. Client shall ensure that HDP has timely access to:
 - a. the data, drawings and approvals (such as permits, exemptions and orders) required and/or requested by Client for the set-up of the work, if necessary in consultation with HDP;
 - b. A Geotechnical Report from a body approved by HDP. The Report shall not be older than twelve (12) months;
 - c. the building, land or water in or on which the work is to be carried out;
 - d. (depending on applicable legislation and guidelines) use of the existing in situ soil or, if requested, new soil to create the HDP solution;
 - e. the sections of road on which the work is to be carried out, including the necessary traffic and safety measures for the work and traffic;
 - f. sufficient opportunity for supply, storage and/or disposal of equipment, building materials and resources;
 - g. connection facilities with sufficient capacity for electrical machinery, lighting, heating, gas, compressed air and water in the immediate vicinity of the work;
 - h. clear marking of surfaces to be milled and milling depths;
 - i. sufficient lorries for disposal of milled material;
3. The required (installation and supply of) electricity, gas and water are at Client's expense.
4. Client will allow breaking up and milling of the soil, as well as the addition of additives, to the extent necessary for the creation of the HDP solution.
5. Client will ensure that work and/or deliveries to be carried out by third parties, which do not form part of HDP's work, are carried out in such a way and in such a timely manner that the performance of the work is not delayed or hindered.
6. Client will make all necessary arrangements to prevent damage to adjacent property and the environment.
7. Client will take care of the KLIC notification and will inform HDP of the exact and actual location of cables and pipelines before the start of the work.
8. Client will remove obstacles with a diameter of 40 millimetres or larger.
9. Should any unauthorised use of the HDP Solution occur, Client shall immediately notify HDP In Writing. Thereafter, the parties shall discuss the possible consequences of the unauthorised use and agree on measures to ensure the safe use of the HDP solution for its intended purpose. All resulting costs shall be borne by Client. HDP can no longer guarantee the quality of the HDP Solution after unauthorised use.

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Article 7. Geophysical survey/site investigation

1. Client shall provide HDP with a Geotechnical Report prepared by a reputable company approved by HDP. On the date of submission to HDP, the Geotechnical Report shall not be older than twelve (12) months.
2. Client warrants that the Geotechnical Report accurately and correctly reflects the geophysical conditions of the site on the date of submission to HDP, and that the ground and/or soil at the site has remained undisturbed during the period between the date of the actual geophysical survey and the commencement date of the Services by HDP and Contractor.
3. Client is responsible and/or liable for all costs and expenses incurred (including standby charges) and damage and/or loss resulting from actual geophysical conditions being unfavourable, or deviating in any way and to any extent from those reflected in the Geotechnical Report.

Article 8. Liability of Client

1. Client is liable and responsible for the accuracy, correctness and completeness of the documentation and information provided for and/or by it. Client shall indemnify HDP for all consequences of any inaccuracy, incorrectness or incompleteness of the documentation or information provided by and/or for it to HDP.
2. Client bears responsibility for the designs, constructions and working methods prescribed by it or on its behalf, including the influence exerted on them by the state of the ground, as well as for the orders and instructions given by it or on its behalf.
3. Client warrants that the Geotechnical Report provided by it, as at the date of submission, is a current and accurate representation of the site and that the ground and/or soil at the site has remained undisturbed from the date of submission until the commencement of work.
4. Client shall be liable for all costs, damages and losses resulting from deviations in actual geophysical conditions at the site from those stated in the Geotechnical Report.
5. Client guarantees that there is no obstruction (for example, but not limited to: buildings, cables, pipelines) on the site and/or in the soil or subsoil (to a depth of at least 15 cm below the layer thickness of the HDP solution as advised by the Contractor).
6. Client warrants that during the curing period after completion, the HDP Solution will not be driven over or otherwise used and loaded. The Client indemnifies HDP against all damages, claims and liabilities arising from use of the HDP solution by the Client or a third party to the extent that such use is not in accordance with the Contract.
7. If building materials or resources made available or prescribed by Client have defects or are not suitable for the intended purpose, Client shall be liable for any damage caused by this.
8. The consequences of complying with statutory regulations or government orders which come into force after the day of the quotation shall be for Client's account, unless it can reasonably be assumed that HDP could have foreseen those consequences on the day of the quotation.
9. Client is liable for damage to the work resulting from activities or deliveries performed by him or at his behest by third parties.
10. Client shall indemnify HDP against third party claims for compensation for which HDP would not be liable pursuant to the Contract vis-à-vis Client, including damage resulting from the use and/or presence of HDP equipment.
11. If the commencement date of the work is changed or the progress of the work is delayed by factors for which Client is responsible, the resulting damage and costs for HDP must be compensated by Client.
12. If, after the conclusion of the Contract, it appears that the construction site is contaminated or the building materials coming from the work are contaminated, Client is liable for the consequences arising therefrom for the performance of the work, unless otherwise agreed in writing by the Parties.

Article 9. Obligations of HDP and its Contractors

1. HDP advises Client in the selection of Client's desired soil stabilisation solution for the purpose stated by Client. If required, HDP will indicate which Contractor can provide the soil solution desired by Client, but shall not play a leading role in this regard.
2. HDP is obliged, insofar as this lies within its "scope", to have the work performed properly and soundly, in accordance with the provisions of the Contract and according to the drawings and calculations approved by the Client, by a Contractor approved by the Parties and locally. HDP shall have the work carried out in such a way that damage to persons, property or the environment is minimised. HDP shall oblige the Contractor to follow the reasonable instructions given by or on behalf of HDP or the Client.
3. The performance of the work must be such that the realisation of the work can be achieved within the agreed period, and HDP has made arrangements with the relevant contractor to this end.
4. The work and its performance are the responsibility of HDP's Contractor from the time of commencement until the day on which the work is considered delivered. This will always be contractually agreed.
5. HDP and its Contractor(s) are deemed to be familiar with the statutory regulations and government decisions relevant to the performance of the work, to the extent they are in force on the date of the quotation. The consequences of complying with these regulations and orders shall be borne by the Contractor.
6. At the end of the project, HDP will have the ground broken up and milled by the Contractor to remove the HDP solution, unless the parties have mutually agreed in Writing to deviate from this.
7. Subject to applicable laws and regulations, in proper consultation with the Client, the Client's chosen Contractor shall leave the residue of the HDP solution at the site or determine with the Client and alternative destination. If the Contractor chosen by the Client has to provide an alternative destination for the residue, the Contractor shall endeavour to remove the residue to the best of its ability.
8. HDP and its Contractors use their own materials and tools to install the ordered Products.

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Article 10. Liability of HDP and in particular its Contractors

1. For the performance of the agreed Work, a contract is established between the Client and the final Contractor. In that connection, HDP shall only be liable for its advice. The Contractor shall enter into an independent contract with the Client in respect of the Work.
2. Damage to the work shall be deemed to be for the Client's account unless the damage is attributable to HDP's Contractor.
3. The Client shall indemnify the Contractor, and HDP from, third party claims for damages for which HDP would also not be liable pursuant to the Contract towards the Client.
4. Without prejudice to the parties' liability under the Contract or the law, HDP shall be liable for damage to the work due to errors in the design if the design is wholly made by HDP, unless in view of the nature of the work such damage is due to extraordinary circumstances giving rise to harmful effects against which HDP was not required to take appropriate measures, and it would be unreasonable to hold HDP liable for the damage.
5. HDP guarantees the use of the HDP solution only to the extent that the use corresponds to the services specified in the Contract.
6. If the Client suffers damage due to defects in the work, the Contractor is liable for the performance of the work, or HDP is liable in an advisory capacity, for repair of the work plus up to 10% of the order value for damage otherwise than to the work.
7. The Contractor shall only be liable for direct damage to other works and property of Client to the extent it is caused by the performance of the work and due to negligence, carelessness or wrongful acts of the Contractor, its staff, its contractors or its suppliers.
8. HDP is not liable for damage caused to underground cables, tubes or pipes, culverts, sewers, etc. unless the Client has adequately informed it of the exact and factually correct location by means of drawings.
9. Except for gross fault or wilful misconduct on the part of HDP, all liability of HDP is excluded for demurrage, damage due to delay, consequential damage, trading loss, loss of profit and turnover, indirect damage, punitive damage and damage not reasonably foreseeable by HDP.

Article 11. Construction of the HDP solution

1. Subject to applicable laws and regulations, any Contractor with whom Client has entered into the intended contract for the HDP Solution shall use the existing in situ soil at the Site or require Client to bring new soil to the Site for the purpose of constructing an HDP Solution.
2. Client shall allow Contractor to mill and turn over the soil and add the required additives to construct an HDP solution. Client warrants that there is no obstacle (for example, but not limited to: buildings, cables, pipelines etc.) on the Site and/or in the soil or subsoil (to a depth of at least 15 centimetres below the layer thickness of the HDP solution as advised by HDP) that could block, impede or damage this process in any way and to any extent. Obstacles equal to or greater than 40 millimetres in diameter shall be removed by Client.

Article 12. Use of the HDP solution

1. Client warrants that for the first four weeks after completion of the HDP solution by HDP, the HDP solution will not be driven over or otherwise used in any way. The standard curing period is 4 weeks. This period can only be deviated from after Written approval from HDP.
2. After the initial four-week period, the HDP solution may only be used for, and its use is only guaranteed for, Services specified in the Contract. Use by Client or use by third parties of the HDP solution is not permitted. HDP shall not be liable for, and Client shall indemnify, defend and hold HDP harmless from and against all claims, costs and liabilities arising from any unauthorised use of the HDP solution by Client or any third party.
3. If unauthorised use of the HDP solution occurs, Client shall immediately notify HDP in writing. The parties will then meet and discuss the possible consequences of such unauthorised use and agree the measures to be taken to ensure the safe use of HDP for its intended purpose. Any resulting additional costs shall be borne by the Client. HDP cannot guarantee the quality of the HDP solution after unauthorised use, and Client is aware of this.

Article 13. Period of performance, Delivery and retention of title Contractor

1. If the period within which the work is to be delivered is expressed in working days, working day means a calendar day, unless it falls on a day of rest, public holiday, holiday or other non-individual holiday that is generally or locally recognised or prescribed by the government or by or pursuant to a collective labour agreement. Working days, respectively half working days, are considered unworkable when at least five (5) hours, respectively at least two (2) hours, cannot be worked by the majority of the workers or machines.
2. If completion of the work should take place on a day that is not a working day as defined in paragraph 1, the next working day shall be the agreed day of completion.
3. HDP is entitled to an extension of the term within which the work shall be completed if, due to force majeure, circumstances for which the Client is responsible, or due to a change in the contract or in the conditions of performance, HDP cannot be required to complete the work within the agreed term. This also applies if the documents, data, calculations, permits and the like necessary for the performance of the work are not available on time.
4. If the performance of obligations under the Contract is permanently prevented by force majeure or temporarily prevented for a period expected to last at least 60 (sixty) days, each Party shall be entitled to terminate the Contract in accordance with the provisions of article 18 paragraph 3.
5. If the commencement or progress of the work is delayed by factors for which Client is responsible, the resulting damage and costs for HDP shall be compensated by Client.

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6. If the agreed performance time is exceeded, for each working day as described in the first paragraph, HDP shall be liable to pay Client fixed compensation to be determined by the Contractor in the Contract between Client and Contractor.
7. HDP will invite the Client to proceed with acceptance of the Work within a reasonable time before the day on which, in HDP's opinion, the Work will be completed. The acceptance shall take place on the day on which HDP considers the work to be completed. The inspection shall be carried out by the Client in the presence of HDP and shall serve to ascertain whether HDP has complied with its obligations under the Contract.
8. After the work has been inspected, Client shall notify HDP In Writing within eight (8) calendar days whether or not the work has been approved, in the former case indicating any minor defects, as referred to in paragraph 11, in the latter case indicating the defects which are the reason for withholding approval.
8. If Written notice whether or not the Work has been approved is not sent to HDP within eight (8) calendar days of inspection, the Work shall be deemed to have been approved on the eighth calendar day after inspection.
9. If the inspection is not carried out within eight (8) calendar days after the day referred to in paragraph 6, HDP will again request in writing that the work be inspected within eight (8) calendar days. If Client does not comply with this request, the work will be deemed to be accepted on the eighth calendar day after the day referred to in paragraph 6.
10. The work shall be deemed approved if and insofar as it is put to use. The day on which the work or part thereof is taken into use shall be deemed to be the day of approval of the work or the part in question.
11. Minor defects, which can easily be repaired during the maintenance period, will not be grounds for withholding approval, provided they do not prevent the work being taken into use.
12. HDP is obliged to repair the minor defects referred to in paragraph 7 as soon as possible. The maintenance period is thirty (30) calendar days and starts immediately after the day on which the work is deemed to be delivered. HDP is obliged to repair defects which become apparent during the maintenance period as soon as possible, with the exception of those for which the Client bears responsibility pursuant to Article 10, paragraph 1, or for which the Client is liable pursuant to Article 6, paragraph 2, or which are the result of incorrect or careless use or which can be qualified as normal wear and tear as a result of the actual use, or damage to the work which occurs during the maintenance period, with the exception of that damage which is the result of unsatisfactory work carried out by HDP.
13. The work shall be considered to be delivered if it has been or is deemed to have been approved.
14. Definable Products (which have their own serial number or are otherwise unique due to, for example, installation in accordance with the Contract) and Installations remain the property of Contractor until such time as the relevant Product(s) is/are paid for in full.

Article 14. Guarantees

1. HDP shall ensure that the Contractor performs the work in accordance with the standards applicable in the industry. If any guarantee is thereby given, it shall be limited to what has been expressly agreed in Writing and only to the extent that the guarantee has been received from the suppliers. During the guarantee period, HDP guarantees the proper and normal quality of the work delivered. Unless otherwise agreed, the factory guarantee on Products and a guarantee of one (1) year on the Installations shall apply from the date of Completion.
2. Warranties on the Products supplied by HDP are always given in Writing and consist of:
 - a. Product warranties: the warranty on the Products stated in the quotation.
 - b. Capacity guarantee: warranty on the load capacity of the Products is in accordance with the guarantee given by the manufacturer.
3. Client may only invoke the guarantee given by HDP if Client has fully complied with its payment obligations.
4. If Client rightly invokes an agreed guarantee, HDP is obliged to carry out a free repair or replacement of the delivered goods. If there is any additional damage, the liability provisions of these General Terms and Conditions shall apply.
5. The guarantee lapses as soon as the guarantee period has expired, the guarantee obligation lapses, Client makes or causes modifications to be made to the delivered work and/or in HDP's opinion Client incorrectly uses, handles or maintains the delivered work.
6. Guarantee is excluded in the following situations:
 - a. Damage to the Products due to fire, explosion, flood, direct and indirect lightning strike, earthquake.
 - b. Damage caused by animals, vandalism, theft and molestation.
 - c. Damage caused by extreme weather conditions such as hail (with a diameter > 25mm and with average impact speed of more than 23 m/s), tornados, whirlwinds, sandstorms and the like.
 - d. Damage/defects caused by aggressive vapours, liquids, cement, lime, paint, cleaning agents, etc.
 - e. Damage/defects caused to or by materials applied during installation by a recognised installer on Client's express instructions, if the installer has advised against the use of these materials.
 - f. Damage/defects resulting from changes in the form of structural sub- or load-bearing structures, insofar as they are not part of the Products.

Article 15. Liability after delivery and transfer of risk

1. After the expiry of the maintenance period, HDP shall no longer be liable for defects in the work, except if the work or any part thereof contains a defect which could not reasonably have been recognised by Client earlier, and which is due to the fault of HDP, its supplier or its subcontractor and HDP has been notified of such defect within a reasonable time after its discovery.
2. The risk of theft and loss, misappropriation or damage of data, documents, software, data files and/or items used, made or delivered in the context of the performance of the Contract shall pass to Client at the time they are actually placed at Client's disposal.
3. Client's entitlement to bring an action against HDP on account of the defect referred to in the previous paragraph shall lapse if it is not brought within one (1) year after the expiry of the maintenance period.

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4. However, if the defect referred to in the first paragraph is to be considered a serious defect, the claim shall not be admissible if it is brought after the lapse of two (2) years from the expiry of the maintenance period. A defect only qualifies as a serious defect if it jeopardises the solidity of the work or an essential part thereof.

Article 16. Removal of the HDP solution

1. At the end of the project, Contractor shall mill and mix the soil to remove the HDP solution, unless otherwise agreed in writing between the Parties.
2. Subject to applicable laws and regulations and in consultation with the Client, Contractor shall leave the Residue at the Site or the Parties shall mutually discuss and arrange an alternative use for the Residue. If HDP has to arrange an alternative use for the Residue, HDP shall cause Contractor to attempt to remove the Residue to the best of its ability.

Article 17. Insurance

1. Parties will each ensure that they are adequately insured to the extent required by legislation and regulations at the expense and risk of the Party concerned. On the first request to provide proof of insurance, the requested Party shall comply within fourteen (14) days. HDP's liability is limited to the amount of the amount paid out under the compulsory professional liability insurance.

Article 18. Suspension, termination of the work in an unfinished state and termination

1. Client is authorised to suspend the performance of the work in whole or in part. Arrangements to be made by HDP as a result of the suspension shall be accounted for as contract extras. Damage suffered by HDP as a result of the suspension shall be compensated.
2. HDP shall under no circumstances be obliged to implement activities, instructions and/or directions of any Party if, in HDP's sole reasonable opinion, it is unsafe and/or potentially dangerous to life or property.
3. Client shall at all times be entitled to terminate the Contract in whole or in part. HDP shall in that case be entitled to the contract price, increased by the costs it has incurred as a result of the non-completion and decreased by the costs saved by the termination, increased by 10% of the difference between the amount thus arising and the contract price. HDP shall send Client an itemised final invoice of the amount payable by Client pursuant to the termination.
4. HDP has the right, without judicial intervention, to terminate the assignment with immediate effect and/or to enforce all its claims on Client in case of bankruptcy or suspension of payment on the part of Client or if Client does not provide adequate security for the fulfilment of its obligations upon HDP's first request. In such a case, a final settlement will take place in accordance with the provisions of paragraph 3.
5. If damage to the work occurs during the suspension, it shall not be for the account of HDP.
6. If the suspension lasts longer than fourteen (14) days, HDP may furthermore demand proportional payment for the part of the work performed. This shall take into account any building materials brought onto the work which have not yet been processed but which have already been paid for by HDP.
7. If the suspension of the work exceeds one (1) month, HDP is entitled to terminate the work in an unfinished state. In that case, settlement is to take place in accordance with paragraph 3.

Article 19. Modified performance

1. If, during the performance of the work, it appears that the work or a part thereof can only be performed in a modified way due to unforeseen circumstances, the party which first becomes aware of this circumstance shall consult with the other party. HDP shall inform the Client of the financial consequences.
2. An agreed modified performance will be settled as contract extras and reductions.

Article 20. Impossibility of performance

1. If the performance of the work becomes impossible because the object on or to which the work is to be performed is destroyed or lost without being attributable to HDP, HDP shall be entitled to an amount calculated in accordance with article 18, paragraph 3.

Article 21. Contract extras and reductions

1. Settlement of contract extras and reductions will take place:
 - a. in case of changes in the Contract or conditions and/or principles of performance;
 - b. in case of deviations from the amounts of the provisional sums;
 - c. in case of deviations from the offsettable quantities;
 - d. in case of deviations from non-offsettable (estimated) quantities, if there is an overrun exceeding 10% of the non-offsettable quantity;
 - e. in the cases referred to in article 18, paragraph 1, and article 19.
2. If the final account for the work shows that the total of the work already invoiced and the work still to be invoiced is lower than the Contract Sum, HDP is entitled to an amount equal to 15% of the difference.
3. Changes in the Contract or the terms of performance shall be agreed in Writing. The absence of a Written order shall not affect HDP's claims to settlement of contract extras and reductions. In the absence of a Written order, HDP's accounting records in respect of the additional work carried out shall be binding, subject to evidence to the contrary to be provided by Client.

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4. Expenditure to be allocated to provisional sums will be based on the prices charged to HDP or the costs incurred by it, to be increased by a 10% commission.
5. If the Contract includes offsettable quantities and these quantities prove to be too high or too low to realise the work, settlement will take place of the additional or lower costs resulting from that deviation.
The General terms and conditions apply to activities outside the boundaries of the site, or falling outside the specification description. Additional work is not included in the final account in accordance with paragraph 2.
6. HDP or Contractor cannot be obliged to carry out contract extras and additional work.

Article 22. Payment

1. Payment shall be made without any deduction or set-off within thirty (30) days of the invoice date. Any complaints must be made within fourteen (14) days of the invoice date. After this period, the invoice shall be deemed to be correct, complete and unconditionally accepted.
2. In the event of late payment, Client shall be deemed to be in default by operation of law and HDP shall be entitled, without any notice of default, to charge Client the statutory interest from the due date and also to charge collection costs in accordance with the Dutch Compensation for Extrajudicial Collection Costs Decree of 1 July 2012 (WIK/BIK).
3. HDP is entitled to set off amounts it can claim or will be able to claim from Client at any time against amounts HDP shall be liable to pay to Client at any time.
4. Payment of the contract sum shall be made in instalments. The size of the instalments and the time of payment is as described in the Contract.
5. HDP's receipts shall be signed by or on behalf of the Client immediately after term and/or performance and/or recording of the work. Any objections regarding the work which could reasonably be identified by the Client shall be noted thereon. Such objections and failure to sign the receipts shall not entitle the Client to suspend payment with regard to matters which are not the subject of any objection.
6. The final payment deadline will arise when the work is completed and within two calendar weeks after the work has been approved In accordance with article 13.

Article 23. Default on the part of HDP

1. If HDP fails to comply with its obligations in respect of the commencement or continuation of the work and Client wishes to give notice in connection therewith, Client shall give HDP Written notice to commence or continue the performance of the work as soon as possible.

Article 24. Force majeure

1. Force majeure means any circumstance beyond the will or control of either Party and/or Contractor, the nature of which is such that full or partial performance of the Contract cannot reasonably be required of a Party. Force majeure includes: Disruptions in the performance process that are not caused by fault or negligence on the part of a Party, national strikes, workers' lockout, quarantine, epidemics, mobilisation, state of siege or state of war, obstructed or closed shipping, abnormal weather conditions, attributable failure or force majeure of or by third parties engaged by a Party in the performance of the Contract, transport difficulties, fire and other serious disturbances in the business of a Party or of its suppliers/subcontractors, as well as all impediments caused by unforeseeable governmental measures (e.g. pandemic).

Article 24. Privacy, data processing and security

1. HDP will treat with care the (personal) data of Client, its staff and other persons affiliated to Client in the context of the Contract, and users of the Website, and will only use their data in accordance with the privacy statement (see <https://>). If requested, HDP will inform the data subject about this.
2. If HDP is required by the Contract to provide security of information, such security shall comply with the agreed specifications and a level of security that is adequate in view of the state of the art, the sensitivity of the data, and the costs associated therewith, to the extent that this can reasonably be required of HDP.

Article 25. Disputes

1. All disputes arising from or as a result of the Contract between HDP and Client shall be settled by the competent court of the District Court of Rotterdam, location Rotterdam, unless provisions of mandatory law lead to the jurisdiction of another court.