

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY UZIN UTZ NEDERLAND B.V.

PART A GENERAL

Article 1
(Applicability)

1. These general terms and conditions apply to all proposals and quotations made by, agreements concluded with or other provision of services and/or deliveries of items by Uzin Utz Nederland.
2. The applicability of general terms and conditions of the contracting party of Uzin Utz Nederland is hereby expressly excluded.
3. These general terms and conditions may only be deviated from if expressly agreed in writing between the parties.
4. If any provisions in these general terms and conditions are null or voidable this does not affect the legal validity of the other provisions. Legal conversion will apply to these provisions in accordance with Article 42 of Book 3 of the Dutch Civil Code.

Article 2
(Proposals, quotations and prices)

1. Unless otherwise agreed in writing, all proposals and quotations made by Uzin Utz Nederland are without obligation, even if they include a deadline for the acceptance thereof.
2. All prices in proposals and quotations made by Uzin Utz Nederland are subject to change, unless expressly agreed otherwise in writing.
3. All quoted prices are exclusive of VAT.
4. Uzin Utz Nederland is allowed to pass on increases, which took place after the proposal or quotation was submitted, to the contracting party of Uzin Utz Nederland for those services and deliveries that at that time still need to be carried out or made by Uzin Utz Nederland. These increases may concern increases in wages, raw material prices, fuel costs, transport costs, storage costs, (dis)assembly costs, exchange rates, insurance premiums and government levies (including taxes, import duties and suchlike), among other things.

Article 3
(Conclusion of the agreement)

1. The agreement is only concluded after Uzin Utz Nederland has given its contracting party written confirmation of the acceptance of the proposal or quotation by means of a confirmation of the assignment or invoice or by means of a written agreement signed by both parties.
2. As long as Uzin Utz Nederland has not confirmed the acceptance in writing or the agreement has not been signed by both parties to indicate their agreement,

3. Uzin Utz Nederland is entitled to revoke or alter the proposal or quotation.
4. If the acceptance by the contracting party of Uzin Utz Nederland includes reservations or changes in respect of the proposal or the quotation, the agreement is only concluded if Uzin Utz Nederland has given its contracting party written confirmation that it fully agrees thereto without reservation.
5. Changes to the concluded agreement and deviations from these general terms and conditions after the conclusion only have effect if the parties have agreed thereon in writing.

Article 4
(Payment and invoicing)

1. Unless the parties have expressly agreed otherwise in writing, Uzin Utz Nederland must receive the payment in euros and within thirty (30) days of the invoice date in a bank or giro account specified by Uzin Utz Nederland. This is a strict and final deadline.
2. If the contracting party of Uzin Utz Nederland fails to pay an invoice or fails to do so in time, it is in default by operation of law and it owes the statutory commercial interest on the invoice amount that is due.
3. The contracting party of Uzin Utz Nederland is not entitled to deduct any amount from or set off any amount against the payments to Uzin Utz Nederland on account of a counterclaim it alleges to have.
4. If the contracting party of Uzin Utz Nederland disputes the amount of an invoice of Uzin Utz Nederland, this does not suspend the payment obligation of the contracting party.
5. If Uzin Utz Nederland, upon its contracting party being in default, takes extrajudicial measures, including demands, warnings or actions to recover a debt, the associated costs are to be borne by the contracting party. These extrajudicial costs amount to at least 15 per cent of the invoice amount with a minimum of €350. In respect of a private contracting party of Uzin Utz Nederland the extrajudicial costs will be charged in accordance with the statutory regulations.
6. Uzin Utz Nederland is entitled at all times to require security from its contracting party for the payment or to require payment in advance.
7. In view of personal data processing in invoicing, Uzin Utz Nederland will ensure a fair and careful processing of personal data pursuant to the AVG (GDPR).
8. In view of personal data processing in invoicing, Uzin Utz Nederland will take appropriate technical and organisational measures, in view of the state of the art and the costs of the implementation, as well as in view of the risks involved in the protected

within the framework of invoicing the contracting party.

Article 5
(Delivery terms, delivery, actual delivery¹ and risk)

1. Uzin Utz Nederland endeavours to comply with the terms agreed upon. However, these terms are not final. If terms are exceeded, the contracting party must give Uzin Utz Nederland proper notice of default in writing with a minimum term of fourteen (14) days being set.
2. Unless expressly agreed otherwise in writing, delivery is ex warehouse of Uzin Utz Nederland or of a third party or third parties it has engaged.
3. If (actual) delivery does not take place in accordance with the provisions in paragraph 2 the items will be (actually) delivered at the agreed-upon place(s) in the manner as set out in the quotation, confirmation of the assignment or agreement or as agreed in writing between the parties at a later date. The costs thereof, including the transport costs, will be borne fully by the contracting party of Uzin Utz Nederland.
4. From the moment of delivery within the meaning of this article the items are for the account and risk of the contracting party of Uzin Utz Nederland.

Article 6
(Non-attributable failure)

1. The delivery term referred to in article 5 or the agreed-upon term for carrying out other services is extended with the period during which Uzin Utz Nederland is unable to meet its obligations due to force majeure.
2. There is a situation of force majeure on the part of Uzin Utz Nederland if Uzin Utz Nederland, after conclusion of the agreement as referred to in article 3, is prevented from meeting one or more obligations under the agreement or from preparing to do so as a result of: war, riots, acts of war, fire, water damage, flooding, snowfall, work strikes, sit-in strikes, government measures, defective machinery, late delivery of raw materials, transport of raw materials delays, circumstances as a result of which no work can be carried out, illness, incapacity for work, or absence of personnel, and furthermore all other causes that have arisen and for which Uzin Utz Nederland is not responsible and in respect of which Uzin Utz Nederland does not bear the risk and facts and circumstances in respect of which Uzin Utz Nederland cannot reasonably be required to meet its obligations.

¹ 'actual delivery' is used here as a translation of aflevering, which is often translated as 'delivery' (which, in turn, is a translation of the more general levering). As there is a distinction between levering and aflevering (aflevering is a type of levering, but levering can take other forms), 'delivery' is used here as a translation of levering and 'actual delivery' is used here as a translation of aflevering, which under Article 9 paragraph 2 of Book 7 of the Dutch Civil Code means: 'giving the buyer possession of the item'. 'actually delivered' is used in these terms and conditions as a translation of afgeleverde. [Translator's note – B.M.P.G.C.]

3. Only if the delivery of items or provision of other services is delayed by more than two (2) months due to force majeure are both Uzin Utz Nederland and its contracting party entitled to terminate the agreement by means of a written termination statement addressed to the other party. The agreement is terminated at the time at which the written statement referred to in the second sentence has reached the other party. In such case Uzin Utz Nederland, without prejudice to the provisions of article 4, is only entitled to compensation for costs it has incurred up to the time at which the termination statement reached the other party.
4. If the items that still need to be delivered or the services of Uzin Utz Nederland that still need to be provided are delayed by more than two (2) months due to force majeure, the contracting party of Uzin Utz Nederland is nevertheless obliged to pay the agreed-upon fee for the items that Uzin Utz Nederland has already delivered or for the services that it has already provided, as well as for that part of the work or items that cannot be completed due to the force majeure, or cannot be prepared for actual delivery up to the time at which the force majeure commenced.

Article 7
(Warranty, liability and indemnification)

1. Uzin Utz Nederland only provides warranty in respect of its services and products under the conditions and stipulations as included in the warranty agreement concluded with the contracting party of Uzin Utz Nederland.
2. Apart from the situation in which Uzin Utz Nederland is liable to its contracting party on the basis of provided warranty as referred to in paragraph 1, with Uzin Utz Nederland's liability being limited in accordance with the provisions of the applicable warranty conditions, Uzin Utz Nederland is only liable for loss or damage, suffered by the contracting party or by third parties, which is a direct and exclusive result of Uzin Utz Nederland's wilful conduct or gross negligence, subject to the provisions below.
3. Only loss or damage which is covered by Uzin Utz Nederland's insurance and only if the insurer makes a payment, or loss or damage in respect of which it reasonably should have taken out insurance, taking into account standard practice in Uzin Utz Nederland's line of business, is eligible for compensation.
4. Unless the loss or damage is the result of wilful conduct or gross negligence, Uzin Utz Nederland is never obliged to pay compensation for trading losses, including loss of profits or income and indirect or consequential damage including immaterial

5. In case of liability under this article Uzin Utz Nederland is never obliged to pay an amount of compensation that exceeds the net invoice amount of the delivery or of the provided service in question, with a maximum of €5,000.
6. The contracting party of Uzin Utz Nederland is obliged to indemnify Uzin Utz Nederland, as well as any third parties it engages, against any claims by third parties for compensation for loss or damage as a result of the use or application of the delivered items or performance(s).
7. If the contracting party of Uzin Utz Nederland fails to meet one or more obligations under the agreement with Uzin Utz Nederland or under these general terms and conditions, or fails to do so in time or fails to sufficiently do so, it is in default without further notice of default being required and it is fully liable for all loss or damage that Uzin Utz Nederland and any third parties it engages suffers as a result thereof, without prejudice to Uzin Utz Nederland's other rights under the law or under these general terms and conditions.

Article 8
(Retention of title)

1. Uzin Utz Nederland retains the title to all items that have been actually delivered or that still need to be delivered, until its contracting party has fully paid the price agreed on for these items.
2. Without prejudice to the provisions of paragraph 1, the contracting party of Uzin Utz Nederland is entitled to resell and deliver to third parties the items that have been delivered to it subject to retention of title, provided that this is done in the course of its normal business activities.
3. In the event of a resale as referred to in paragraph 2 the contracting party is obliged, should Uzin Utz Nederland so demand, to establish an undisclosed pledge for the benefit of Uzin Utz Nederland on all rights and claims arising from the resale.
4. If Uzin Utz Nederland, within the scope of the concluded agreement, has also carried out work that must be paid for, Uzin Utz Nederland retains the title to the actually delivered items until its contracting party has (also) paid all related and due and payable debts.
5. As long as the title has not been transferred to the contracting party of Uzin Utz Nederland on the basis of the previous paragraphs, the contracting party is not entitled to fully or partly dispose of, pledge to third parties or in any other way encumber with rights the items actually delivered to it, with the exception of the situation as referred to in paragraph 2.

6. As from the time at which the contracting party of Uzin Utz Nederland is in default on the basis of article 4 or in any other way or as from the time at which Uzin Utz Nederland has good grounds to fear that it will default, Uzin Utz Nederland is entitled to reclaim the items actually delivered to the contracting party, without prior notice of default being required. Should Uzin Utz Nederland so demand, the contracting party is obliged to immediately return these items to Uzin Utz Nederland and to provide the necessary or required cooperation in this respect in the broadest sense. The costs involved with returning these items will be borne by the contracting party of Uzin Utz Nederland.
7. If the contracting party of Uzin Utz Nederland has not acquired the title to the (actually) delivered items but does have actual control over these items, it is obliged during this period to make sure that those items remain in the same state and quality they were in at the time of (actual) delivery, as well as to make sure that these items are and remain identifiable for the purpose of Uzin Utz Nederland's right of ownership.
8. The contracting party of Uzin Utz Nederland is obliged to insure the (actually) delivered items referred to in paragraph 7 of this article against fire, explosion and water damage and against theft and to make the related policies available for inspection by Uzin Utz Nederland should it so demand. If this condition is not met the contracting party is obliged to pay compensation for all losses or damage suffered by Uzin Utz Nederland as a result thereof.

Article 9
(Default of contracting party of Uzin Utz Nederland)

1. Without prejudice to the provisions in the other articles of these general terms and conditions the contracting party of Uzin Utz Nederland is in default by operation of law in the event of a suspension of payments, an application for or a grant of a moratorium, a declaration of bankruptcy or liquidation order, a debt management scheme being declared applicable, winding-up of the enterprise, their death, or if the contracting party loses its assets due to attachment or otherwise.
2. In all these events Uzin Utz Nederland is entitled to terminate the agreement (in part or in full) with immediate effect and without any notice of default and without judicial intervention. This does not affect the right to compensation.
3. If Uzin Utz Nederland invokes this right, all claims in respect of its contracting party are immediately due.

Article 10
(Intellectual property)

1. Uzin Utz Nederland reserves the rights and powers it is entitled to under intellectual property law, in particular the rights concerning sketches, lithographs, photographs, drawings and designs, (project) plans, reports and products or items and suchlike that were designed or created by Uzin Utz Nederland, without prejudice to the provisions in these general terms and conditions.
2. Without the prior written permission from Uzin Utz Nederland, the contracting party of Uzin Utz Nederland is not allowed to use the documents provided by Uzin Utz Nederland, such as reports, advice, designs, drawings and suchlike, for a purpose other than their intended purpose and to copy, disclose or to inform third parties of these documents.
3. The contracting party of Uzin Utz Nederland indemnifies Uzin Utz Nederland against all claims by third parties in the event of assignments from the contracting party given to Uzin Utz Nederland to (re)produce items or information or data provided by them in respect of which these third parties have intellectual property rights.
4. Uzin Utz Nederland is entitled to depict items it delivered or services it provided with the name, brand, commercial message or other statement of or by the contracting party of Uzin Utz Nederland in catalogues, advertising material, publications, advertisements or at exhibitions and shows without prior written permission from its contracting party or third parties. All this without Uzin Utz Nederland owing any compensation to the contracting party or a third party.

Article 11
(Applicable law and competent court)

1. Dutch law is applicable to the agreement and all agreements arising therefrom.
2. All disputes, including any disagreements which only one party considers to be a dispute, will be settled by the Dutch court in the district of Uzin Utz Nederland's official place of business, unless mandatory law dictates otherwise.

PART B **SPECIAL TERMS AND
CONDITIONS ARTURO
DESIGN FLOORS**

Article 12
(applicability and hierarchy)

1. These special terms and conditions apply together with the general terms and conditions of part A if a Uzin Utz Nederland Arturo design floor is designed, developed, sold, delivered and/or installed.
2. The provisions in part B of these terms and conditions only exclude the applicability of

the provisions in part A to the extent that those provisions are expressly deviated from in part B.

3. In the event of conflicts the following order of rank applies, with the parts first referred to prevailing over the parts referred to next:
 - Provisions from the design agreement and / or supply agreement referred to in article 13 and/or 14;
 - Part B of these terms and conditions;
 - Part A of these terms and conditions.

Article 13
(design agreement contractual relationships)

1. If the contracting party of Uzin Utz Nederland gives Uzin Utz Nederland the assignment for the design and development of an Arturo design, Uzin Utz Nederland, as party accepting the assignment, will develop an Arturo design, a floor design and floor concept that has been designed and developed by or by order of the designers of the Arturo design studio belonging to Uzin Utz Nederland, to the best of its knowledge and ability. In this respect Uzin Utz Nederland is under no obligation to achieve a result.
2. The design agreement sets out the indebtedness in respect of the design costs for the Arturo design as well as the manner of calculation and invoicing thereof.
3. If the contracting party of Uzin Utz Nederland sets preconditions or criteria or gives or wishes to give instructions, directions and suchlike which the Arturo design must comply with, Uzin Utz Nederland is only obliged to take such into consideration in respect of the Arturo design to be designed by it, if these have been explicitly included in the design agreement and provided that they have been described there in a clear and comprehensible manner.
4. Any preconditions, directions, instructions or criteria and suchlike set by the contracting party of Uzin Utz Nederland as referred to in paragraph 3 do not affect the artistic independence and freedom of Uzin Utz Nederland to apply or implement these in respect of the Arturo design to be designed by it as it sees fit and using its own style.
5. In assessing whether or not Uzin Utz Nederland has carried out the assignment referred to in paragraph 1 in a correct or proper way, the aesthetic value will not be taken into consideration.
6. Uzin Utz Nederland initially designs and develops a provisional Arturo design that will be presented to its contracting party for approval before the Arturo installer, this being an installer trained at Uzin Utz Nederland's Arturo Training Centre to install Arturo design floors and certified by Uzin Utz

Nederland as Arturo Application Partner, installs the Arturo floor based thereon in accordance with the implementation agreement as referred to in article 15.

7. If the contracting party of Uzin Utz Nederland rejects the provisional design, Uzin Utz Nederland is at least granted an additional period of fourteen (14) days to modify the provisional design to fit the wishes of the contracting party. In such an event the contracting party is obliged to provide specific directions pertaining to what modifications are desired, without affecting the basic premise referred to in paragraph 4.
8. A rejection as referred to in paragraph 7 does not imply a shortcoming and does not give the contracting party of Uzin Utz Nederland the right to terminate, to compensation or to reimbursement.
9. If the provisional design is rejected again after modification (or repeated modifications) as referred to in paragraph 7 and no final design is created and/or no implementation agreement is concluded, the contracting party of Uzin Utz Nederland remains obliged to pay the agreed-upon fee for the Arturo design and paragraph 8 applies equally.
10. Uzin Utz Nederland may engage artists or third parties at its own discretion for the Arturo design to be developed without prior permission from its contracting party, unless this leads to the agreed-upon fee being modified.
11. All intellectual property rights to the Arturo design and, if these rights also vest in the installed Arturo design floor, to the Arturo design floor fully and exclusively remain the property of Uzin Utz Nederland at all times. Making copies of or applying the Arturo design in another form, in other spaces or locations or changing the design or in any other way reproducing or disclosing the Arturo design is only permitted after prior written permission from Uzin Utz Nederland.
12. If Uzin Utz Nederland, in respect of the Arturo design it designed, followed instructions, directions, criteria and suchlike as referred to in paragraph 3 and it appears that the Arturo design it designed infringes intellectual property rights of third parties (partly) as a result thereof, the contracting party indemnifies Uzin Utz Nederland against claims by third parties on that account.
13. The contracting party of Uzin Utz Nederland is not allowed to have the (approved or rejected) Arturo design developed by Uzin Utz Nederland installed by an installer other than an Arturo installer. Arturo floors may only be installed by Arturo installers.
14. If and as soon as Uzin Utz Nederland discovers that its contracting party has violated the provisions of paragraph 13, the

contracting party of Uzin Utz Nederland is obliged immediately and without further notice of default to undo or have another party undo all work carried out by the unauthorised installer with the contracting party bearing the costs involved. If the contracting party of Uzin Utz Nederland fails to do so it owes an immediately payable lump-sum penalty of €500 per day for each day, including parts of a day, that the contracting party of Uzin Utz Nederland fails to do so, in which case Uzin Utz Nederland is also entitled to undo or have another party undo all work carried out by the unauthorised installer with the contracting party of Uzin Utz Nederland bearing the costs involved.

Article 14
(supply agreement contractual relationships)

1. Supply agreements concluded between Uzin Utz Nederland and the Arturo installer only oblige Uzin Utz Nederland to supply the materials purchased by the Arturo installer for the sale, supply and installation of an Arturo design floor as described in the supply agreement. Uzin Utz Nederland only has additional obligations if these have been expressly and unambiguously stipulated in the supply agreement.
2. Uzin Utz Nederland is not responsible for the purchase or choices of specific materials by the Arturo installer for the installation of an Arturo floor, even if Uzin Utz Nederland has provided a floor advice for Uzin Utz Nederland's final customer or for a specific project. In that respect the Arturo installer has and will continue to have the decision-making power and is and will remain ultimately responsible. The Arturo installer is the party with expertise pertaining to the on-site installation of Arturo floors. The expertise of Uzin Utz Nederland only pertains to the development and production of materials required to install an Arturo floor on-site.
3. Uzin Utz Nederland does not accept any responsibility or liability for all information, guidelines, contract documents texts, overviews, advice, product sheets and suchlike that it has provided to or offers for inspection or as a downloadable file to the Arturo installer and third parties. The Arturo installer is responsible for the use of this information or these sources of information and does so at his own risk. As such, Uzin Utz Nederland cannot be held responsible for any clerical errors, out-of-date information and suchlike.

Article 15
(implementation agreements contractual relationships)

1. Implementation agreements concluded between the Arturo installer and the final customer for the sale, supply and installation of an Arturo design floor are always exclusively concluded in the Arturo installer's own name and at his own risk and expense. The Arturo installer will never act as a representative of or party having a power of attorney to represent Uzin Utz Nederland.
2. Uzin Utz Nederland is not and will never be a contracting party to the implementation agreement. The Arturo installer indemnifies Uzin Utz Nederland against claims from the final customer and third parties on that account.
3. The Arturo installer refrains from any action - including failures to act - which creates or may create the appearance, impression or trust on the part of the final customer or third parties that: (1) he is acting in the name of - or as authorised representative of Uzin Utz Nederland, (2) Uzin Utz Nederland is a contracting party or one of the contracting parties in respect of the final customer, or (3) that the final customer has direct claims or can bring actions against Uzin Utz Nederland on any other basis.
4. The final customer can only bring direct claims against Uzin Utz Nederland if this (1) has been explicitly agreed in writing between Uzin Utz Nederland and the final customer or (2) if this explicitly arises from a written and original proof of warranty that Uzin Utz Nederland provided to the final customer.
5. If Uzin Utz Nederland has direct contact with the final customer in any way or actually delivers materials directly or directly provides an Arturo design to the final customer other than on the basis of a design agreement, Uzin Utz Nederland, apart from the provisions of paragraph 4, always and exclusively acts as an auxiliary person, as well as in name of - and at the risk and expense of the Arturo installer.
6. Uzin Utz Nederland accepts no responsibility or liability for the execution or performance of the implementation agreement by the Arturo installer, even if a floor advice has been provided in that respect by or on behalf of Uzin Utz Nederland.
7. Arturo designs are always and exclusively developed and provided at the risk and expense of the contracting

party of Uzin Utz Nederland and/or the Arturo installer.

8. Only the Arturo installer assesses and decides if the Arturo design can be developed into - or can be installed as an Arturo floor. Uzin Utz Nederland accepts no responsibility or liability for the actual or effective application of the Arturo design by or on behalf of the Arturo installer, even if Uzin Utz Nederland provided a floor advice in that respect.
9. If the Arturo installer wishes to engage auxiliary persons for the execution of the implementation agreement or wishes to transfer one of his obligations arising therefrom to a third party, he requires the express written permission from Uzin Utz Nederland to do so.

PART C **HIRING OF PROFESSIONALS**

Article 16
(applicability and hierarchy)

1. These additional terms and conditions apply together with the general terms and conditions of part A if a hirer has concluded a temporary employment agreement with Uzin Utz Nederland.
2. The provisions in part C of these terms and conditions only exclude the applicability of the provisions in part A to the extent that those provisions are expressly deviated from in part C.
3. In the event of conflicts the following order of rank applies, with the parts first referred to prevailing over the parts referred to next:
 - Provisions from the temporary employment agreement;
 - Part C of these general terms and conditions;
 - Part A of these general terms and conditions.

Article 17
(temporary employment agreement and basic principles)

1. Uzin Utz Nederland is entitled at all times to terminate the temporary employment agreement or the assignment of the professional (natural person who may or may not be employed by Uzin Utz Nederland) with immediate effect if it requires the professional for its own activities due to urgent or compelling reasons. Urgent or compelling reasons include (but are not limited to) a situation of force majeure as referred to in article 6 paragraph 2.
2. The professional carries out the work exclusively under the management and

- supervision of the hirer. Uzin Utz Nederland has no supervision of the workplace or of the work that is to be carried out by the professional. Should Uzin Utz Nederland so demand, the hirer will report on the performance of the professional.
3. Without prior written permission from Uzin Utz Nederland, the hirer is not allowed to assign or second the professional to a third party (whether or not in the Netherlands) or to employ the professional or to try to convince him to do so.
4. Uzin Utz Nederland is not liable for any loss or damage or costs of the hirer or a third party if it, irrespective of the reason therefor, cannot or can no longer assign the professional to the hirer in the same manner or to the same extent as first agreed upon, nor is Uzin Utz Nederland liable for loss or damage or costs as a result of actions or omissions by the professional, unless there is wilful conduct or gross negligence on the part of Uzin Utz Nederland or its executive personnel forming part of the senior management. In such an event Uzin Utz Nederland's liability is limited in accordance with article 7.
5. Unless Uzin Utz Nederland gave the hirer advance notice in writing thereof, the professional is never entitled to act in the name of or for the account and risk of Uzin Utz Nederland.
6. All information that the professional provides to the hirer concerning Uzin Utz Nederland (such as working procedures, activities and suchlike) must be treated confidentially by the hirer and may only be used within the scope of the assignment.
7. If the hirer violates the provisions of paragraph 3 or 6 of this article, he will be in default without further notice of default being required. In such an event the hirer owes an immediately payable lump-sum penalty of €10,000 without prejudice to the right to claim additional compensation.
3. The hirer is liable to the professional and Uzin Utz Nederland and as such is obliged to pay compensation for the harm suffered by the professional in connection with or as a result of the assignment, unless the harm was caused through wilful conduct or wilful recklessness of the professional, without prejudice to the provisions of article 7.
4. The hirer indemnifies Uzin Utz Nederland at all times against claims by third parties due to a failure to meet an obligation from the previous paragraphs. Uzin Utz Nederland is entitled to assign any claims against the hirer on that account to a third party.
5. If the professional is confronted with an accident or illness, the hirer will inform Uzin Utz Nederland thereof without delay and the hirer will make sure that a proper accident report is drawn up and that Uzin Utz Nederland is provided with a copy thereof.
6. The hirer is obliged to take out or keep sound liability insurance for the coverage of all direct and indirect harm and loss or damage as referred to in this article as well as in article 7. Should Uzin Utz Nederland so demand, the hirer is obliged to allow inspection of the policy or policy conditions or to provide documentary evidence in respect of the payment of premiums and to do all this free of charge.

Article 18 **(working conditions)**

1. The hirer is responsible for the safety, health and well-being of the professional in connection with the work that is to be carried out.
2. The hirer will provide the professional with sufficient specific instructions and will do so in good time and will provide the professional with the required protective equipment in order to prevent harm while the work is carried out.