

General Terms and Conditions

Arbo Unie B.V. and its labels
mkbasics, belife, en Port Health Centre

Effective as of 1 January 2026
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Article 1 Applicability of the general terms and conditions

1. These general terms and conditions apply to Arbo Unie and its labels belife and mkbasics. In these general terms and conditions, Arbo Unie refers to all these labels. The general terms and conditions can be read and downloaded from the website of Arbo Unie and its labels belife and mkbasics.
2. These terms apply to all services offered by Arbo Unie, unless otherwise agreed in writing.
3. If Arbo Unie engages third parties for work, they may also invoke these terms against the client.

Article 2 Quotations and the formation of an agreement

1. Quotations and offers from Arbo Unie are valid for three months unless otherwise agreed in the quotation.
2. An agreement is only concluded if Arbo Unie accepts a quotation in writing, confirms in writing that it will carry out the assignment, if both parties sign an agreement, or if the client concludes an agreement via the website of Arbo Unie and Arbo Unie confirms the agreement by email.

Article 3 Rights and obligations of Arbo Unie

1. Arbo Unie must make its best effort to properly perform the agreed services in accordance with applicable laws and regulations, the agreement, and professional guidelines. Arbo Unie does not guarantee a specific result.
2. Arbo Unie usually provides its services from one or more of its own locations. Only if agreed in writing may the services (or part thereof) be performed at the client's location. In that case, the client must provide a suitable workspace free of charge (a soundproof consultation and/or examination room that sufficiently safeguards employee privacy and is equipped with necessary facilities, such as an internet connection).
3. Arbo Unie may engage third parties to perform its services.
4. Sometimes Arbo Unie must perform additional work, such as requesting medical information or engaging experts. This only occurs if:
 - a. Such work is, in Arbo Unie's opinion, necessary to perform the assignment;
 - b. The necessity of such work only becomes clear after the assignment has started;In such cases, Arbo Unie immediately informs the client about the additional work and costs.

Article 4 Obligations of the client

1. The client must provide correct and timely information and cooperate properly so that Arbo Unie can provide its services adequately. This also applies to data that the client can reasonably understand as important.
2. If the client fails to provide information or cooperation, the parties will discuss the matter. If this does not resolve the issue, Arbo Unie may suspend the work and charge additional costs at its usual rates.

Article 5 Deadlines

1. All agreed deadlines are estimates based on the information available to Arbo Unie when the agreement was made or the quotation prepared.
2. If a written deadline is not met, the client is not entitled to damages unless there is intent or gross negligence. Even if the delay is caused by a third party engaged by Arbo Unie, no right to damages arises.
3. Arbo Unie is only in default if the client has sent a written notice of default, allowed a reasonable period to remedy the shortcoming, and Arbo Unie fails to do so within that period. Arbo Unie is not bound by deadlines if something beyond its control occurs. If delays are expected, the parties must consult as soon as possible.

Article 6 Rates and costs

1. The rates and costs offered by Arbo Unie are always in euros. These amounts exclude VAT and any other government-imposed taxes.
2. Arbo Unie charges for its services based on a tariff overview. Each year, Arbo Unie establishes a new overview, which applies from 1 January unless otherwise agreed.
3. Arbo Unie provides the tariff overview to the client in a timely manner. If the rates increase by more than 10% compared to the previous overview, the client may terminate the agreement in writing with at least one month's notice from the date the new overview was shared.
4. Rates may be indexed annually based on the CBS index "CAO wages per hour including special bonuses" using the reference period from July of the previous year to July of the current year. Rates increase at least with the wage cost increase from Arbo Unie's applicable collective labor agreement (CAO). Indexation does not give the right to terminate the contract, unless rates increase by more than 10% as referred to in paragraph 3 of this article.
5. If the number of employees is relevant for determining the client's fee, the client must provide Arbo Unie with a recent payroll statement before the start of the agreement. Each employee counts as full-time, even if they work part-time. The client must then periodically provide updated information at Arbo Unie's request. Arbo Unie may verify the accuracy of this information.
6. If Arbo Unie performs work at the client's location, the client must reimburse travel time, calculated from the nearest Arbo Unie branch and at the agreed rates.

Article 7 Invoicing and payment

1. Arbo Unie invoices services monthly in arrears, unless otherwise agreed, such as for subscriptions or project-based agreements.
2. In budget or project agreements, Arbo Unie always reserves 80% of the agreed capacity to deliver the agreed services. If at year-end the client has used fewer services, the client is entitled to a refund of the difference up to a maximum of 20% of the agreed budget. The client must request repayment within one month after the contract year or project settlement; otherwise, the right lapses. Arbo Unie will only start services once the down payment has been received.
3. Payment must be made within 14 days of the invoice date, unless otherwise agreed.
4. If the client pays late, they are in default and owe statutory commercial interest and collection costs. If payment remains outstanding after a reminder, Arbo Unie may suspend contractual obligations until payment is made.
5. If the client disputes part of an invoice, they must still pay the undisputed portion. If the disputed portion is later found due, the original invoice date applies. The client may not suspend payment for other reasons.

Article 8 Cancellation

1. If services cannot take place due to the client's actions, the client remains liable for the agreed price and related costs.
2. The agreed price is not owed if cancellation is made in writing and on an incidental basis for:
 - a. Courses and training up to two months before start;
 - b. Projects up to two months before start;
 - c. Individual client-oriented assignments without absenteeism up to 7 days before start;
 - d. Individual client-oriented assignments with absenteeism and medical assessments up to 7 days before start.

Article 9 Liability

1. Arbo Unie is only liable for: a. Damage due to death or bodily injury of the client's employees as a direct result of unlawful conduct or breach of contract by Arbo Unie. Maximum compensation is €2,000,000 per event and per year; b. Direct damage from unlawful conduct or breach of contract by Arbo Unie, up to the invoice amount (excl. VAT), with a maximum of €50,000 per event. For continuing agreements, the total of the last 12 months' invoices applies.
2. Arbo Unie is not liable for indirect damages, including (i) lost profits, (ii) missed savings, (iii) reduced goodwill, (iv) business interruption damages, (v) claims from customers of the client, (vi) continued wage payment during illness, (vii) loss, destruction, or corruption of data, (viii) premium increases of public/private insurance, or (ix) extra labor costs due to Arbo Unie's shortcomings.
3. These limitations do not apply in cases of intent or gross negligence by Arbo Unie.
4. Multiple related events are considered one event.
5. The client must submit a written, substantiated claim within 12 months from when they knew or should have known Arbo Unie might be liable. Arbo Unie is only liable if the client has first sent a written notice of default, given a reasonable period to remedy, and Arbo Unie failed to do so.

Article 10 Force majeure

1. Arbo Unie is not liable for failure to perform its contractual obligations if due to force majeure. Force majeure includes: war, risk of war, riots, terrorist attacks or threats, natural disasters, obstructive government measures (domestic or foreign), sabotage, (general) strikes, company occupation, transport disruptions, supplier failures, computer or electronic failures, business disruption (including fire, data loss, power outage, workplace accident), cyberattacks (such as DDoS, malware, or data breaches), unauthorized system access, unlawful use, deletion or alteration of files, and epidemics making performance impossible.
2. If one party cannot perform due to force majeure or reasonably expects this, they must immediately notify the other party. The agreement is then suspended as long as force majeure prevents performance. The client cannot claim damages.
3. If services are prevented for more than three months due to force majeure, both parties may terminate the agreement in writing with immediate effect. The client then only owes payment for work already performed.

Article 11 Intellectual property

1. Each party retains the intellectual property rights it already possessed prior to the establishment of the contractual relationship with the other party.
2. Intellectual property rights that arise during or result from the services provided under the agreement shall belong to Arbo Unie, unless the parties have agreed otherwise in writing.

Article 12 Confidentiality, non-disclosure, and data processing

1. Both parties are obliged to treat all information and personal data related to the execution and/or content of the agreement confidentially. They may not share such information with third parties unless the other party has given written consent.
2. The confidentiality obligation does not apply to information already public, already known to the other party, or lawfully obtained from another source. Nor does it apply where disclosure is required by law, court order, or professional rules. In such cases, the disclosing party will, if possible, consult the other party beforehand.
3. Both parties must ensure that their employees, contractors, and others involved comply with this confidentiality obligation.
4. The confidentiality obligation remains in force for three years after the agreement ends.
5. Both parties must comply with all obligations under the General Data Protection Regulation (GDPR) and other applicable privacy laws. They must provide each other with all reasonable cooperation to comply with such laws.
6. For information regarding the processing of personal data by Arbo Unie, reference is made to the privacy statement on the website of Arbo Unie and its labels belife and mkbasics.

Article 13 Prohibition on hiring Arbo Unie personnel

1. The client may not, during the agreement and up to one year after its termination, employ, engage, or negotiate with employees of Arbo Unie or third parties engaged by Arbo Unie who have been involved in the performance of the agreement, either directly or indirectly.
2. If the client breaches this prohibition, it shall owe Arbo Unie an immediately payable penalty equal to the employee's gross annual salary, as applicable immediately prior to the breach.

Article 14 Term and termination of the agreement

1. Agreements are entered into for the term described in the agreement.
2. Agreements shall in any case be deemed terminated as soon as Arbo Unie has performed and completed its services.
3. In the case of agreements for an indefinite term, the parties may terminate the agreement in writing at the end of each contract year, observing a notice period of three months, unless otherwise agreed in writing.
4. Transfer of business or merger is not a ground for either party to terminate the agreement prematurely.
5. An agreement may be terminated by either party, without judicial intervention and with immediate effect by registered letter, if:
 - i. The other party voluntarily or involuntarily enters into liquidation, applies for suspension of payment or bankruptcy, is declared bankrupt, or finds itself in a comparable situation, including the situation in which it loses control over a substantial part of its assets or ceases its business activities;
 - ii. Individual client-oriented assignments without sickness absence up to seven days

before commencement;

iii. The other party fails to perform any obligation under the agreement and does not remedy this within a reasonable period granted for that purpose;

iv. The reputation of the other party is damaged to such an extent that continuation of the agreement can no longer reasonably be required.

Article 15 Miscellaneous

1. The client may not transfer its rights and obligations under the agreement to third parties without the prior written consent of Arbo Unie. Arbo Unie may not withhold such consent on unreasonable grounds.
2. Arbo Unie may unilaterally amend these general terms and conditions. Amendments shall take effect 30 days after written notification of the amendments.
3. Amendments also apply to existing agreements. If a client does not wish to accept an amendment, it may terminate the agreement in accordance with the provisions of Article 14, paragraph 3 of these general terms and conditions.
4. Without the prior written consent of Arbo Unie, the client shall not mention or use the name and trademarks of Arbo Unie and its labels in publicity materials or other communications to third parties.
5. The parties recognize the importance of sustainability and corporate social responsibility and endeavor to act during the term of the agreement in accordance with the principles of environmental protection, social responsibility, and good governance (ESG).

Article 16 Disputes, applicable law, and competent court

1. All obligations between Arbo Unie and the client are exclusively governed by Dutch law.
2. If a dispute arises that the parties cannot resolve together, they may submit the dispute exclusively to the competent court in Utrecht.