

DNR 2025

THE NEW CONDITIONS 2025

**Legal relationship between
client and architect/engineer**

COLOPHON

Published by

BNA

Royal Institute of Dutch Architects

NDSM-kade 7
1033 PG Amsterdam
The Netherlands
+31 (0)20 555 36 66

zna@zna.nl

www.zna.nl

Koninklijke NIngenieurs

Royal Dutch association of engineering, consulting and management companies

Bezuidenhoutseweg 12
2594 AV The Hague
The Netherlands

info@nlingenieurs.nl

www.nlingenieurs.nl

Authors

Representatives of BNA and Koninklijke NIngenieurs

This document is an informal English translation. In the event of any inconsistency or ambiguity in the interpretation of this document, the original Dutch version shall prevail.



TABLE OF CONTENTS

1	Definitions	4
2	Applicability of these regulations	7
3	General obligations of the adviser	8
4	General obligations of the client	9
5	Engagement of third-party advisers	10
6	Confidentiality	11
7	Protection of personal data	12
8	Client's right of use	13
9	Intellectual property rights to the results of the assignment	14
10	Structural safety	15
11	Quality assurance	16
12	Determination of the consultant's fee	17
13	Payment of consultancy fees	18
14	Liability of the adviser	19
15	Business operations	21
16	Insurance	22
17	Adjustments and changes	23
18	Termination of the assignment	24
19	Consequences of termination of the assignment	25
20	Use of advice after completion or termination of the assignment	26
21	Informing about modifications to the object	27
22	Applicable law and disputes	28

1

DEFINITIONS

The following definitions apply:

advice

the result of the consultant's work;

consultancy fees

the fee and additional costs, excluding value added tax;

advisor

the natural person or legal entity that accepts the assignment;

article

an article of these regulations (unless the context clearly indicates otherwise);

additional costs

the costs that the parties agree to as additional costs, such as travel and accommodation expenses, inspection costs, costs of using measuring instruments and software, reproductions, telecommunications, registrations and fees;

consumer

a natural person who is not acting in the course of a profession or business;

cyber incident

any disruption of digital systems or digital data, such as hacking, data leaks, malware or other attacks that affect the provision of services;

third-party adviser

an advisor who is not a party to the agreement;

these regulations

the present terms and conditions 'The New Regulations 2025 - Legal relationship between client and architect/engineer - DNR 2025';

documents

information carriers in any form whatsoever;

phase

a defined stage of the assignment with a defined and verifiable result;

authorised representative

a natural person who is authorised to represent someone else;

fee

the remuneration due to the consultant for his work, excluding value added tax;

intellectual property rights

all existing and future intellectual and industrial property rights, including but not limited to copyrights, database rights, neighbouring rights, trade trademark rights, design rights, patent rights, trade name rights, topography rights, domain names, rights to know-how and trade secrets, as well as claims to protection of intellectual property, including all applications, requests for registration and renewals thereof;

quality assurance

an independent natural person or legal entity that is admitted to the Register of Quality Assurance Instruments managed by the Construction Quality Assurance Admission Organisation (TloKB), and who, using an approved instrument, assesses whether the structure complies with the applicable technical building regulations on the basis of the Quality Assurance Act for Construction and the Building Environment Decree;

object

the physical or functional end result of the project, as further described in the agreement;

unforeseen circumstances

the unforeseen circumstances as referred to in Article 6:258(1) of the Dutch Civil Code, namely circumstances that arose after the conclusion of the agreement and that the parties did not (expressly or tacitly) take into account in the agreement, or circumstances that they did not foresee ;

assignment

the assignment that is the subject of the agreement;

client

the party that places the order;

agreement

the agreement on the basis of which the client issues the assignment to the consultant;

parties

the client and the consultant as parties to the agreement;

moral rights

the rights referred to in Section 25 of the Copyright Act, which include, in particular, the right of the creator to be named as the author (name mention), to object to changes to the work and to object to any damage to the work that could harm his honour and/or good name;

project

all organisational, technical and operational activities aimed at realising the object on behalf of the client, including the work of the consultant;

results of the assignment

everything that may be subject to protection by intellectual property rights and that is a product of the consultant's work, such as the object, designs, drawings, calculations, images, reports, advice, models and software;

attributable shortcoming

a shortcoming that is attributable to fault, or that is for the account of the debtor pursuant to law, legal act or generally accepted practice. Prevailing opinions are understood to mean: a shortcoming that a competent and careful consultant or client could and should have avoided under the circumstances and with due care – and, in the case of the consultant, with the professional knowledge and resources required for the assignment;

implementation costs

the costs of realising the object by the executing parties, excluding sales tax;

confidential information

all information – in whatever form – provided by or on behalf of one party to the other party and designated as confidential or whose confidential nature can reasonably be understood;

work

all products of a creative or technical nature, including – but not limited to – designs, sketches, drawings, technical specifications, architectural plans, plastic works, models, software, databases, inventions, know-how and other results of creative or innovative work, whether or not they are eligible for protection by intellectual property rights;

work

all efforts made by the consultant to arrive at his advice;

legislation and regulations

all applicable national, European and international laws and regulations, including, but not limited to, laws, decrees, directives, regulations, policy rules, licensing requirements, safety standards, environmental standards, building regulations, professional codes and other binding regulations or obligations arising from or imposed by competent government authorities or supervisory bodies.

2

APPLICABILITY OF THESE REGULATIONS

- 2.1** This regulation comprises the general terms and conditions that apply to the agreement in addition to the statutory provisions of Title 7 of Book 7 of the Dutch Civil Code.
- 2.2** Even if the assignment has been given to a legal entity, either explicitly or implicitly, with a view to a specific person, the assignment shall be deemed to have been given exclusively to and accepted by the legal entity and not to an individual employee, shareholder, director or other natural person associated with the adviser. To the extent permitted by law, the effect of Section 6:162 of the Dutch Civil Code, Section 7:404 of the Dutch Civil Code and Section 7:407(2) of the Dutch Civil Code is excluded with regard to each individual natural person associated with the adviser.

3

GENERAL OBLIGATIONS OF THE ADVISER

- 3.1** The consultant shall perform the assignment with due care, independently and to the best of its ability and knowledge, with due observance of the applicable laws and regulations.
- 3.2** The consultant shall carry out the assignment in accordance with the agreed schedule. Deadlines shall only be considered final if this is clearly stated in writing in the agreement, or if the client has given the consultant written notice of default and has set a reasonable and expressly final deadline.
- 3.3** The consultant shall only commence the next phase of the assignment after receiving written permission from the client. This permission implies approval of the work performed in the previous phase, unless the client has expressly withheld its approval in writing with regard to specific parts.
- 3.4** The consultant shall provide the client with relevant information about the progress of the assignment in a timely manner.
- 3.5** The consultant has a written duty to warn of inaccuracies or omissions in the information, instructions and decisions provided by or on behalf of the client in the context of the assignment, insofar as the consultant has noticed these or should have noticed them as a reasonably competent and reasonably acting consultant.
- 3.6** The adviser shall not act as the client's representative, unless the client has expressly authorised the adviser to do so in writing.

4

GENERAL OBLIGATIONS OF THE CLIENT

- 4.1** The client is obliged to behave as a good client and to provide the cooperation that is reasonably required for the proper execution of the assignment.
- 4.2** The client shall ensure the timely provision of accurate and complete information and documents so that the consultant can perform his work properly, even if this information and these documents originate from third parties. The client shall assess the consultant's documents and advice within a reasonable period of time.
- 4.3** The client shall notify the consultant within a reasonable period of time if it has noticed a shortcoming in the consultant's advice or should reasonably have noticed such a shortcoming in the given circumstances.
- 4.4** The client shall notify the consultant in good time of any changes in circumstances, planning, wishes or preconditions that may affect the performance of the assignment.
- 4.5** If the client has private law obligations towards third parties that are relevant to the assignment, these will only form part of the assignment if they have been clearly laid down in writing in the agreement in advance. Costs arising from public law legislation and regulations, such as costs for permits, fees, subsidies, connection costs, disconnection costs and contributions from third parties, will be borne by the client.
- 4.6** The client requires the consultant's permission for the contract to be taken over by a third party, and the consultant will not withhold this permission on unreasonable grounds. The consultant may attach reasonable conditions to this permission.

5

ENGAGEMENT OF THIRD-PARTY ADVISERS

General

- 5.1** Third-party advisers may be engaged to ensure the proper performance of the assignment. If the consultant engages a third-party consultant, the responsibilities and powers as laid down in Articles 5.2 to 5.3 shall apply to the consultant. If the client engages a third-party consultant, the responsibilities and powers as laid down in Articles 5.4 to 5.6 shall apply to the client.

Engagement by the adviser

- 5.2** The adviser may have (parts of) the work carried out under his supervision by third-party advisers or transfer the supervision of certain parts to third-party advisers, without this limiting his responsibility for careful execution. The adviser will inform the client of this in good time.
- 5.3** The consultant is responsible for the content, coordination and alignment of the work of the third-party consultants engaged by the consultant within his assignment.

Engagement by the client

- 5.4** If the client wishes to engage a third-party advisor, he shall consult with the advisor in advance and take the advisor's legitimate interests into account. The client is responsible for the selection, commissioning, costs and payment of any third-party advisors he engages or prescribes.
- 5.5** The client is responsible for the coordination and proper alignment between the adviser and the third-party advisers engaged by the client.
- 5.6** The adviser is obliged to warn the client in writing within a reasonable period of time if, in the course of carrying out his assignment, he has noticed a shortcoming on the part of a third-party adviser engaged by the client, or if a reasonably competent and reasonably acting adviser should have noticed this shortcoming.

6

CONFIDENTIALITY

- 6.1** Unless required in connection with the performance of the assignment, the parties will not disclose any confidential information to third parties. Confidential information is all information that is designated as such or that by its nature should be considered confidential.
- 6.2** The confidentiality obligation under Article 6.1 does not apply if confidential information:
- a. has been lawfully disclosed or has otherwise entered the public domain without breach of the confidentiality obligation;
 - b. was lawfully in the possession of the receiving party or its employees prior to disclosure and was not obtained directly or indirectly from the other party;
 - c. must be disclosed by law or by a court or arbitration ruling;
 - or
 - d. must necessarily be disclosed for the defence of the legitimate interests of a party in or out of court.
- 6.3** The parties shall take appropriate measures to protect the confidential information received against loss, unlawful use and unauthorised access.

7

PROTECTION OF PERSONAL DATA

- 7.1** The parties shall comply with all applicable laws and regulations in the field of personal data processing and shall take the technical and organisational measures required on that basis to protect personal data against loss, unlawful processing and unauthorised access.
- 7.2** In the performance of the assignment, the parties will each process personal data as independent controllers within the meaning of the General Data Protection Regulation (GDPR). The consultant will only act as a processor for the client if and insofar as the parties have expressly agreed to this in writing. In that case, the parties will enter into a written processing agreement in advance that meets the requirements of the GDPR.
- 7.3** If, in the context of the assignment, a party engages a third party that processes personal data for which that party is the controller, that party shall ensure that this third party complies with the obligations under the GDPR and offers an adequate level of protection.
- 7.4** In the event of a data breach, the other party will be informed within a reasonable period of time after the data breach becomes known and measures will be taken in accordance with the legal reporting obligation.

8

CLIENT'S RIGHT OF USE

- 8.1** Upon completion of the assignment and full payment of all payment obligations, the client shall obtain a non-exclusive, non-transferable and irrevocable right of use to the results of the assignment, exclusively for the purpose and use agreed in the assignment.
- 8.2** Reuse, modification or further application of the results of the assignment by the client is permitted:
- a. after obtaining the consultant's express prior written consent;
 - b. with attribution to the consultant; and
 - c. after written agreement on an appropriate additional fee.
- 8.3** The right of use also includes the right to publish, reproduce and make the results available to third parties, provided that:
- a. this is necessary for the execution of the project;
 - b. the parties consult on this in advance; and
 - c. the moral rights of the copyright holders are respected.
- The consultant may attach reasonable conditions to this use in order to protect his interests.
- 8.4** Each of the parties is permitted to use the results of the assignment for promotional and reference purposes without prior consultation with the other party.

9

INTELLECTUAL PROPERTY RIGHTS TO THE RESULTS OF THE ASSIGNMENT

- 9.1** All intellectual property rights to the results of the assignment are vested exclusively in the consultant.
- 9.2** Insofar as the consultant uses a work in the assignment that is protected by a pre-existing intellectual property right of the client, the client retains this existing right and the consultant obtains a non-exclusive, non-transferable and free right of use for the performance of the assignment.
- 9.3** If the consultant uses a work protected by an existing intellectual property right of a third party in the assignment, the consultant will indemnify the client against claims from that third party in connection with an (alleged) infringement of its intellectual property right, unless the use of the work in question has been prescribed by the client.

10

STRUCTURAL SAFETY

- 10.1** The client is responsible for appointing a person with final responsibility for the overall coherence of the structural design.
- 10.2** The parties shall lay down in the agreement how the responsibilities for structural safety are divided and coordinated.
- 10.3** If the assignment relates to structural components or structural safety, the consultant is only responsible for the overall coherence of the structural design and the coordination of structural safety if this has been laid down in advance in the agreement.
- 10.4** If the consultant is responsible for structural safety, the consultant has the obligation, in addition to Article 3.5 , to warn the client in writing of obvious defects, contradictions or risks in information provided by or on behalf of the client or contributions from third parties, insofar as the consultant should have recognised these as a reasonably competent and reasonably acting consultant and insofar as they may affect structural safety.
- 10.5** If the consultant is responsible for structural safety, he shall comply with the applicable laws and regulations governing structural safety in the performance of the assignment.
- 10.6** If, during the performance of the assignment, an event occurs that gives rise to structural safety risks, the consultant shall immediately inform the client thereof and record the findings for the purpose of future learning and improvement, insofar as the consultant should have recognised these risks as a reasonably competent and reasonably acting consultant without conducting his own investigation.

11

QUALITY ASSURANCE

11.1

If the consultant acts as a quality assurance body within the meaning of the Quality Assurance Act for Construction (Wkb):

- a. the consultant shall perform the work to assess and guarantee the structural requirements as referred to in the building regulations. This work shall be performed within the quality assurance system as established by or pursuant to the Environment Act;
- b. the consultant only performs the work if the consultant is not organisationally, financially or legally involved in the construction project in question, unless this involvement only arises from the agreement to perform the quality assurance;
- c. the client is obliged to provide, at first request and on its own initiative, all data, documents and information necessary for the performance of the quality assurance tasks; and
- d. the client shall cooperate fully during the construction phase in order to enable the consultant to perform his tasks as quality assurance assessor in the prescribed manner.

11.2

As a quality assurance assessor, the consultant is never responsible or liable for:

- a. obtaining or retaining public law permits, approvals or licences, unless the failure to obtain or retain them is directly and demonstrably the result of an attributable shortcoming on the part of the consultant;
- b. the content, quality or legality of a third party's design;
- c. the execution of the construction work to which the quality assurance relates; or
- d. the final construction quality and technical condition of the completed structural object to which the quality assurance relates.

12

DETERMINATION OF THE CONSULTANT'S FEE

12.1

If the fee is determined in whole or in part:

- a. on the basis of a percentage of the implementation costs, the following applies:
 - i. the percentage and detailed specification of the implementation costs shall be agreed in writing when the assignment is given;
 - ii. the client shall provide all relevant information for determining the implementation costs;
- b. based on time spent, the following applies:
 - i. the rates per unit of time will be agreed in writing when the assignment is given;
 - ii. time spent is understood to mean the hours spent on fulfilling the assignment and the travel time necessary for the fulfilment of the assignment;
- c. Based on a fixed amount, the following applies:
 - i. the fixed amount will be agreed in writing when the assignment is given;
 - ii. the fixed amount applies to the specifically described phase, scope and duration of the consultant's work.

12.2

The fee will be indexed periodically in a manner agreed upon by the parties. If no indexation has been agreed upon, the fee will be adjusted based on the development of the CAO - wage index for architects and engineers (CBS sector 711) published by Statistics Netherlands (CBS) as of October, or the series replacing it. The adjustment shall take place annually on 1 January on the basis of the most recently published index figures.

13

PAYMENT OF CONSULTANCY FEES

- 13.1** The parties shall agree on a payment schedule in instalments at the time of the assignment. The consultant shall invoice the consultancy fees in accordance with the agreed payment schedule or, in the absence thereof, in monthly instalments in proportion to the progress of the work.
- 13.2** The consultant may require the client to provide reasonable security for the fulfilment of its payment obligations if and insofar as the scope or nature of the assignment gives cause to do so according to objective criteria.
- 13.3** The client shall pay the consultancy fees in accordance with the consultant's invoice. Invoices shall be itemised in such a way that they can be checked and traced back to the assignment.
- 13.4** Invoices must be paid within thirty (30) calendar days of the invoice date. The client's administrative processes shall not affect the duration of this period.
- 13.5** In the event of late payment, the client shall be in default and shall owe statutory interest. If a dispute about an invoice subsequently proves to be unfounded, statutory interest shall be payable on the wrongfully disputed part from the original due date.
- 13.6** Any dispute regarding an invoice must be made in writing and substantiated before the due date of the invoice. The undisputed part must be paid within the normal payment term, plus VAT where applicable.
- 13.7** All reasonable judicial and extrajudicial costs actually incurred by the adviser in order to obtain payment of the invoice shall be borne by the client, subject to statutory maximisation and judicial assessment. This also applies to consumer clients, unless the law prescribes a different arrangement for consumers.
- 13.8** If the invoice is disputed, the client may have the invoice checked for accuracy by an accountant appointed by the client as referred to in Section 2:393(1) of the Dutch Civil Code. The adviser shall grant the accountant concerned access to the books, records and documents and shall provide him with all the data and information he requires. The audit shall be confidential and shall not extend beyond what is necessary to verify the invoice. The accountant shall issue his report to the parties as soon as possible. The costs of the accountant's investigation shall be borne by the client, unless the accountant's investigation reveals that the invoice is incorrect or incomplete, in which case the costs shall be borne by the adviser.

14

LIABILITY OF THE ADVISER

Attributable shortcoming on the part of the adviser

- 14.1** The adviser is only liable for his own attributable shortcomings and exclusively for a third-party adviser on the basis of Article 14.3 .
- 14.2** If a failure on the part of the adviser is established, the client is obliged to give the adviser written notice of default, offering the adviser a reasonable period of time to still perform properly, unless performance is permanently impossible or there is a strict deadline.

Liability for third-party advisers

- 14.3** If the adviser engages a third-party adviser in the performance of the assignment, he shall be liable for the acts or omissions of that adviser as if they were his own shortcomings.
- 14.4** The adviser is not liable for shortcomings in the work of third-party advisers engaged or prescribed by the client.

Claims by third parties

- 14.5** The client indemnifies the adviser against claims from third parties relating to the use or application of the advice provided by the adviser, insofar as these claims are not the result of intent or deliberate recklessness on the part of the adviser.

Damage and compensation

- 14.6** In the event of an attributable shortcoming, the consultant shall only be liable for damage insofar as this can reasonably be attributed to the consultant on the basis of the nature of the shortcoming and all relevant circumstances.
- 14.7** Damages shall in no case include: business damage, loss of production, loss of turnover, loss of profit, damage to reputation, loss of interest, damage due to delay, depreciation of products, the costs that would have been involved in the execution of the object if the assignment had been carried out properly from the outset, and damage resulting from a cyber incident that occurred despite the adviser's usual measures to prevent the cyber incident.

14.8 If the assignment relates to the construction of a structural object, the consultant is only liable for damage that would not be covered by standard Construction All Risk insurance or comparable insurance.

Limitation of liability

14.9 Unless there is intent or deliberate recklessness on the part of the adviser, the adviser's liability per assignment is limited to:

- a. the amount of the fee excluding VAT that has been or will be paid to the adviser on the basis of the assignment in question, with a maximum of €1,000,000; or
- b. only if this has been expressly agreed in writing – an amount equal to three times the fee excluding VAT, with a maximum of €2,500,000.

14.10 If the client is a consumer, the maximum liability of the adviser shall never be less than €75,000.

Limitation period for liability

14.11 Unless the client is a consumer, any legal claim based on an attributable shortcoming or other basis, including liability for unlawful acts, shall lapse five (5) years after the termination or completion of the assignment.

14.12 If the parties agree to extend the advisor's liability beyond the provisions of Article 14.9a, Article 14.11 , or other provisions in these regulations, the parties shall consult on appropriate compensation for this extension, including for any uninsured liability arising as a result.

15

BUSINESS OPERATIONS

- 15.1** The parties shall ensure that their business operations comply with all applicable laws and regulations, including laws and regulations on labour law conditions, integrity, privacy, data protection, safety, sustainability, child labour, human rights, anti-corruption and anti-bribery. Upon request, the parties shall enable each other to demonstrate compliance by providing relevant documents or statements.
- 15.2** The consultant may use AI tools in the performance of the assignment in accordance with laws and regulations and professional standards. Upon request, the consultant shall inform the client about the nature and application thereof, insofar as relevant to the assessment of the result. AI outcomes shall be assessed by the consultant. The use of AI does not limit the consultant's duty of care and professional responsibility.

16 INSURANCE

- 16.1** The adviser is obliged to take out and maintain appropriate business and professional liability insurance, providing cover for liability arising from the agreed work.
- 16.2** At the client's request, the adviser shall provide a current insurance certificate confirming the cover.

17

ADJUSTMENTS AND CHANGES

- 17.1** Any changes to the assignment shall be agreed between the parties in good time and recorded in writing.
- 17.2** The consultant shall inform the client in good time of any necessary changes to the assignment as a result of changes in legislation and regulations, insofar as the consultant, as a reasonably competent and reasonably acting consultant, should have been aware of these changes.
- 17.3** The consultant shall inform the client in good time of the consequences of a change to the assignment for planning, consultancy costs, implementation costs and quality.
- 17.4** Changes to the assignment that are necessary:
- due to the actions or choices of the client or third-party advisers engaged by the client;
 - due to changes in legislation and regulations; or
 - due to circumstances that are at the risk of the client;
- entitle the consultant to additional consultancy fees and to an extension of the schedule if the consultant cannot reasonably be expected to carry out the assignment for the same consultancy fees and/or within the same schedule.
- 17.5** If a change to the assignment is the result of an attributable shortcoming on the part of the consultant, no additional consultancy fees will be payable for that change. An exception to this is work that would have been necessary in any case, regardless of the shortcoming.
- 17.6** If the consultant incurs costs as a result of a delay, suspension or cessation of the assignment, insofar as these are caused by or at the request of the client, or are otherwise at the client's risk, the consultant is entitled to:
- reimbursement of all reasonable costs resulting from this; and
 - payment of the consultancy fees relating to the work already performed.
- 17.7** In the event of unforeseen circumstances that make it unreasonable to continue the assignment unchanged, the parties will consult as soon as possible to agree on a change to the assignment.

18

TERMINATION OF THE ASSIGNMENT

- 18.1** The parties may terminate the assignment at any time, with or without cause. Even in the event of termination without cause, the parties are obliged to provide an explanation for the termination at the request of the other party.
- 18.2** Dissolution of the agreement is excluded, unless the client is a consumer.
- 18.3** Termination of an assignment consisting of several phases shall be deemed to be termination of the entire assignment, including future phases.
- 18.4** The death of the person for whom the assignment was expressly given will only result in the termination of the assignment by operation of law if the client is a consumer.

Method and term of termination

- 18.5** Termination must be effected in writing, stating the effective date and, if given, the reason for termination.
- 18.6** A notice period of at least two weeks applies to termination, unless termination is due to:
- the other party dies, ceases to exist (e.g. as a result of dissolution, merger, bankruptcy) or is no longer authorised to act (e.g. as a result of being placed under guardianship);
 - the other party is in serious breach of Article 15.1; or
 - performance has become permanently impossible.
- 18.7** If a notice period applies in the event of termination, the parties shall determine the status of the consultant's work as at the date on which the notice period ends. If no notice period applies, the status of the work shall be determined as at the date of termination.
- 18.8** At the client's request, the consultant shall also provide the status of the unfinished advice together with the status of the work, if the client is entitled to this on the basis of Article 20.
- 18.9** During the notice period, the consultant shall continue the work in progress, unless this cannot reasonably be expected of him.
- 18.10** The consultant shall endeavour to limit the costs for the client during the notice period.

19

CONSEQUENCES OF TERMINATION OF THE ASSIGNMENT

- 19.1** Upon termination of the assignment, the client must compensate the consultant on the basis of the status of the work, including the notice period, including:
- the fee, including additional costs; and
 - the reasonable costs incurred and still to be incurred, arising from existing obligations.
- 19.2** The compensation referred to in Article 19.1 shall not exceed the agreed consultancy fees and, in the case of a consumer client, shall be moderated insofar as the compensation is otherwise unreasonable as referred to in Article 7:411 of the Dutch Civil Code.
- 19.3** In the event of termination by the adviser without cause and in the event of termination for a reason attributable to the adviser, the client may reduce the compensation referred to in Article 19.1 by 10%. This provision does not apply if:
- this does not meet the standards of reasonableness and fairness; or
 - termination is due to force majeure or the death of the adviser.
- 19.4** In the event of termination by the client without cause and in the event of termination for reasons attributable to the client, the adviser may increase the remuneration referred to in Article 19.1 by a termination fee of 10% of the remaining fee that would be due upon full performance of the agreement. This provision does not apply if:
- the outcome does not meet standards of reasonableness and fairness;
 - the client is a consumer;
 - termination is due to force majeure or death; or
 - the agreement is transferred to a third party with the consent of the consultant.
- 19.5** If this arrangement applies to work requested by the client in the context of a selection, competition, tender or similar circumstance, but the work does not result in an assignment, the client shall owe reasonable compensation for the work performed by the consultant.

20

USE OF ADVICE AFTER COMPLETION OR TERMINATION OF THE ASSIGNMENT

- 20.1** Upon completion of the assignment and after all payment obligations to the consultant have been met, the consultant shall provide the client with a copy of the documents drawn up by the consultant that the client needs to use the advice, including the advice in PDF format or in another file format as agreed.
- 20.2** In the event of termination by the consultant without cause and in the event of termination by the client for a reason attributable to the consultant, the client may, after fulfilling the remaining payment obligations, use the advice for the benefit of the project and in accordance with the terms of the agreement, unless this is contrary to the reasonable interests of the consultant.
- 20.3** In the event of termination by the client without cause, termination due to a cause attributable to the client, termination of an assignment in the context of a selection, competition, tender or similar circumstance, and termination of an assignment without compensation:
- a. the advice may only be used with the prior written consent of the adviser, who shall not withhold such consent on unreasonable grounds;
 - b. the adviser retains the rights relating to the advice; and
 - c. the adviser may impose conditions on the use, including, for example, compensation for checking correct application and implementation and compensation for the transfer of information, knowledge and files.

21

INFORMING ABOUT MODIFICATIONS TO THE OBJECT

- 21.1** The client shall inform the adviser in writing of any intention to make changes to the completed object as soon as that intention is known to the client, so that the adviser can form an opinion on the consequences for existing agreements and rights, including any moral rights of the copyright holder.
- 21.2** The consultant will not oppose modifications to the completed object that are necessary due to changes in legislation, regulations, safety or the repurposing of the object for sustainable future use, provided that the moral rights of copyright holders are respected.

22

APPLICABLE LAW AND DISPUTES

- 22.1** The agreement is governed by Dutch law.
- 22.2** The parties will first attempt to resolve disputes amicably.
- 22.3** Unless the parties have agreed in the agreement to settle disputes through arbitration in accordance with the Arbitration Regulations of the Arbitration Board for Construction Disputes as in force three months prior to the date of signing the agreement, disputes that cannot be resolved amicably will be settled by the ordinary court. In all cases, the parties may submit a dispute that falls within the jurisdiction of the subdistrict court to that court.
- 22.4** A dispute with a consumer client will only be settled by arbitration in accordance with the Arbitration Regulations of the Arbitration Board for Construction Disputes as these stand three months prior to the date of signing the agreement:
- a if the parties have agreed to this in writing in the agreement; and
 - b if the consumer-client:
 - i is the claimant and has opted for settlement through this arbitration; or
 - ii is the defendant and has agreed in writing to dispute resolution through arbitration within one month after the adviser has announced the start of the arbitration.
- 22.5** If an arbitral award is annulled in whole or in part by a court ruling, the parties have the right to have the undecided part settled again by arbitration. The legal action to that effect is inadmissible if the arbitration is brought more than three months after the court ruling has become final. This limitation period does not apply if the client is a consumer. Persons who have been involved in the formation of the arbitral award that has been set aside in whole or in part are excluded from re-hearing.

