

We improve working conditions
by reducing absenteeism
rates and promoting a
healthy workplace



arboconcern
maak uw bedrijf beter.

Looking for an OCH&SS
where you as an employer
are number #1? Found it!
Arbo Concern guarantees a
VIP approach:
Absenteeism
reduction,
Intervention and Prevention.
Everything we do is aimed at
pushing back absenteeism.

People are the engine.

Your employees make the tangible difference. The tight labor market, increasing absenteeism, high work pressure, retaining and keeping staff satisfied; well-known developments that put pressure on the health of your organization. Our absenteeism management focuses not only on absent employees, but also on the large group that is at work. Because healthy and satisfied employees result in lower absenteeism figures and less turnover. The workload decreases, as do the costs, while efficiency and continuity increase.

Make your business better. That is what we stand for at Arbo Concern. And that is exactly what our collaboration brings you.



*'Control over absenteeism
and absenteeism costs'*

Full-service occupational health and safety service with a VIP approach.



Together, we make your business better. With an effective approach. With modern and effective case management. With our own company doctors. With personal attention. And you benefit from that! We ensure that you get a better grip on absenteeism. That you make smarter use of your possibilities. That your employee is no longer absent than strictly necessary. We switch quickly, ask the right questions and give you something to hold on to. We promise to listen to you, taking you seriously. We make sure your questions about absenteeism are heard by our company doctor. We get to know you and your company well and come up with solutions and advices that work. In short; we promise you that we are there for you.

Absenteeism approach of Arbo Concern

A healthy and vital employee at work everyday, that sounds good. That is why we strive for healthy work and sustainable employability. Just like you. Yet every employee, and therefore every employer, can be confronted with absenteeism. Usually this is of short duration and your employee is quickly back at work. But what if it lasts longer? When employees are sitting at home without any apparant reason? Or when reintegration fails? That is precisely when the cooperative professionals of our health and safety service are ready to advise and assist you.

The employer not left out

Our approach is focused on improving the work force immediately after sickness. Immediately when the employee drops out we get to work, improving the workload capacity and increasing employability are the main focus points. By working on recovery

and implementing recovery interventions, we ensure that your employee has more possibilities. And by looking at the possibilities at work, we increase employability.

Result: less sick leave, faster reintegration and shorter absenteeism. That your employee is no longer asbent than necessary. And we do this together with you! So that you as an employer are not sidelined and your point of view is also considered. That is the strength of our absence management!

And recovery intervention capabilities? We have them all! Like Coaches, Physical Therapists, Mediators and Psychologists. That guarantees fast switching!

Focus on 100%

Amplification is all about strengthening the health and vitality of your employees. And that is crucial for the sustainable employability of your people. Amplification goes beyond absence management and prevention. The focus is on the well-being of your employees, with attention to vitality, enthusiasm, employee experience, commitment and happiness at work. We use our amplification consultants and the toolbox we developed ourselves to vitalize your organization. Improve the well-being of your employees. The result? Reduced absenteeism, greater work happiness, less staff turnover and better performance. And last but not least, your organization becomes more attractive to the labor market.



Absenteeism rate under 4%.

Absence reduction and absence management run like a thread through all of our products and services. The focus of our absence management? Work ability. What is possible? The effect on your company? Decreasing absenteeism and salary costs, improved productivity and increased job satisfaction. Thanks to our approach, many clients even score below 4% with their absenteeism rate. Do you want that too? Let's take a close look at your absence policy and absence figures together. Want to bet you can do better?

Effective absenteeism policy, that works better!

Effective absenteeism policy, that is a policy that you reap the benefits of in practice. In which you see the percentage of absenteeism decrease. See absenteeism costs going down. And notice that the absenteeism threshold is going up. How do we achieve this? Obviously with professional absenteeism specialists and an a customized approach. With smart absenteeism subscriptions and products that work. In which we focus - in everything we do - not on being sick, but on getting better.

Doing what works

We're fans of that. Of course we ensure compliance with UWV guidelines and a gatekeeper file that is in well order. But, let's face it, you should expect that from any health and safety service. That is why we do more than that! You get your own company doctor and case manager who know your company inside out. This promotes reintegration and leads to lower absenteeism rates. Your employees can see the company doctor quickly and you will receive a pragmatic and clear report within 24 hours.

And...we guarantee that you will be heard. As an employer, you are not left out.

From paper to practice

Many organizations have an absence policy. Do you? That's great. But what is do you do with it in a daily setting? We help you to give policy hands and feet. Translate it into practice. By agreeing on absence interviews. About the rules for sick leave. About the use of absenteeism professionals (when (not) to use them)). And everything you can do within your company to prevent absenteeism, to shorten it and to speed up the return to work. We do this together with you, of course. How? Contact us if you want to know more.

*'You benefit from boldness
in our approach and
interventions'*



Nationwide coverage with 10 branches

Our main office is located in Katwijk. To serve all our customers well, we have branches in 10 different locations. Throughout the Netherlands. From Breda to Utrecht. From Amsterdam to Rotterdam. Our expert absence professionals work from various locations. So we are at your service throughout the Netherlands. From company doctor and case manager to occupational health expert; we are always close by and always easy to reach!

Like you, we consider the quality of our services essential. So we continuously invest in our employees, in our organization and in our clients. This is how we distinguish ourselves from other health and safety services.

Arbo Concern Simply 10x better.

1. Employer is not offside

Moving quickly, with experts who really know your business. This approach increases the optimal use of reintegration possibilities.

2. Own company doctor and case manager

Moving quickly, with experts who really know your business well. This approach increases the optimal use of reintegration opportunities.

3. Entrepreneurial with guts

We are entrepreneurs who understand what is important to your business. We show guts in our approach and interventions. You will benefit from that!

4. Focus on work capability

Everything revolves around a person's ability to resume work. About load and load capacity.

5. Preventing and shortening absenteeism

In other words, prevention and reduction. We help you with an active approach that involves everyone. For quick and lasting results.

Entrepreneurial. For you.

Like you, we are entrepreneurs. And entrepreneurial. And you notice it. When we were founded in 1996, we had an important mission; we were going to do things differently! We were not satisfied with the approach of traditional health and safety services. Our main criticism? The employer is sidelined and too little is done to really tackle absenteeism. We used this dissatisfaction as fuel for an energetic approach of our own. Enterprising. Distinctive. With attention for both employee and employer. With our own company doctors and our own case managers. We do what we say and we say what we do. Or don't. And that works better. Meanwhile, over 700 smaller and larger clients from a variety of industries have joined our health and safety service. Together, we make a difference in dealing with absenteeism.

6. Addressing unjustified absenteeism

Transparent and active absenteeism policy prevents unjustified absenteeism. We prevent people from sitting at home "sick" without a reason.

7. Rapid and unique interventions

Quick and creative intervention to keep absenteeism last no longer than strictly necessary; that is our starting point. We continue to innovate.

8. Short waiting times

You and your employees can come to us quickly for consultations or interventions.

9. Practical report company doctor within 24 hours

You will receive concrete, clear and, most importantly, actionable reports within 24 hours. Our company doctors provide direction and make meaningful appointments.

10. Easily accessible

No call center, no cabinet to the wall, no unreachable doctors, no being sent from one person to the next. That is a promise!

Your decisive partner

Are any of your employees experiencing absenteeism? Usually, as an employer, you know what to do and solve things together. It is precisely for those situations in which you cannot solve them together that we are there for you. Think of frequent absenteeism, problems with reintegration, psychological absenteeism, etc.

Know-it-alls

Without being arrogant, that's what we are. With our experience and background, we know all about being better. Also about getting better without being sick. Think about better communication. Acting better and faster. Better and more active counseling. Better partial return to work. To all of these forms of "better," you as an employer can actively contribute on a daily basis. Of course we will help you do that. We are your reliable partner in absence prevention, reduction and getting better. We take all worries out of your hands and reduce "hassle. That sounds better!

Absenteeism prevention priority

It sounds logical; preventing absenteeism is still the most effective approach. Yet in practice we see that many employers only take action when absenteeism occurs. That is a shame. Some 97% of your employees are at work. And you want to keep it that way, don't you?

This is why prevention is the highest priority for our occupational health and safety service. In addition to absence reduction and absence management, we focus together on the things you can do - or not do - to prevent illness and absenteeism of your employees. In doing so, it is important to make the most of the role of your managers. They are the "eyes and ears" in the field. They see, or should see, how your employees are doing. And know when it's time for an (absence) call.

The importance of active amplification

When your employees are fully engaged, everything in your organization often runs smoothly. But there are times when it's not so clear how to increase your team's energy and motivation. For that, we are your go-to partner. Whether it's persistent workload, lack of motivation or reduced team dynamics, we offer the solution.

Our own company doctors

Arbo Concern's modern and communicative company doctors are employed by us. Your advantage? You will be assigned your own company doctor. Not a new name each time, not a different vision each time. You just know where you stand. And perhaps more importantly, our company doctors pay attention to both the employee who is absent and the employer. They know your company and therefore know what the possibilities are in terms of resuming work. Thanks to the proactive attitude of our company doctor, you as an employer are not sidelined and absenteeism does not last longer than strictly necessary.

From absenteeism to work resumption

Preventing absenteeism is something we steer strongly towards. But unfortunately this is not always possible. Every employee can be affected by absenteeism. And so can every employer. We believe it is important to give personal and professional attention to our employees immediately after they are reported sick. Not from lack of faith, but from confidence in recovery behavior and the fastest possible return to work. With clear agreements on absence supervision, resumption of work and any (temporary) adjustments. So that your employee is not out of the work process longer than strictly necessary.





'Your own
casemanager and
own occupational
physician'

By providing the right guidance and deploying skilled professionals, there is a greater chance of successfully returning to work and resuming the labor process, whether in full or in partial capacity.

Getting back to work as soon as possible is what it's all about.

A process that must be well and carefully supervised. This involves exploring the possibilities of your own work, making your own work suitable, looking for alternatives within your own organization or, ultimately, investigating external alternatives (2nd track).

Unique and effective absenteeism interventions!

Precisely because we know what is going on, we are constantly developing new interventions. Fast, effective, customized, creative and always focused on reducing and preventing absenteeism.

Looking for a health and safety service that follows laws and regulations and does only what needs to be done? With a focus on illness and absenteeism? Then don't come to us. Arbo Concern is for all those entrepreneurs who really want to make their company better.

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maak uw bedrijf beter.

Occupational health subscriptions

Longterm absenteeism

Every organization is unique and requires a personalized approach. With us, you can choose from 3 absence subscriptions. Whichever subscription you choose, we will always advise you on the Gatekeeper steps to take. You will have a permanent case manager, your own company doctor and all our other experts are always at your service. We take all worries out of your hands and give you back control of absenteeism and costs.

Subscription Basic

The "BASIC" absenteeism subscription gives you direct access to our experts and the online Dossier Manager system. You keep a grip on absenteeism and only pay for specific services. Quality and control, always in accordance with our standard absenteeism protocol.

Features/Contents:

- Including absenteeism software
- Early start with absence management
- Fixed case manager and company doctor
- All on subsequent costing (operations basis)
- Actively working on absence management
- Building up a 'UWV-Proof' file

Standard rate

€ 21,00 per employee per year

Subscription Premium

The 'PREMIUM' subscription gives you direct access to our services and includes case management from the first week. A clear, efficient structure for an effective approach to absenteeism, without unexpected additional costs.

Features/Contents:

- Early interventions are included
- Absenteeism report to employer and Arbo Concern
- Absence counseling starts with a telephone intake on the 3rd day of absence
- Building up a 'UWV-Proof' file
- Intake file excluded

Starting rate*

€ 113,50 per employee per year

Subscription Optimal

OPTIMAL: essential Gatekeeper activities included. From the start, our dedicated employment advisor is ready and from the 6th week onwards you engage our experienced company doctor. Your integral approach against absenteeism.

Features/Contents:

- Includes absence counseling, case management by Arbo Concern and Gatekeeper consultations by the company doctor
- Absence counseling starts with a telephone intake on the 3rd day of absence
- Follow-up consultation in the 2nd week of absence
- Construction of 'UWV-Proof' file
- Intake file excluded

Starting rate*

€ 160,00 per employee per year

*This rate depends on your absenteeism percentage. See the 'Subscriptions and Rates' brochure for the rate/absenteeism percentage.

Content subscriptions

Operation	Basic	Premium	Optimal
Online absence application Dossier Manager	✓	✓	✓
Sick and recovery notifications via Dossier Manager	✓	✓	✓
Affiliated with occupational physicians and experts	✓	✓	✓
Internal check of sick call for specifics	✓	✓	✓
Absenteeism statistics/management information	✓	✓	✓
Instant insight into absence records and reports	✓	✓	✓
Multiple login codes/authorizations on Dossier Manager	✓	✓	✓
Signaling frequent absenteeism	✓	✓	✓
Gatekeeper alerts via Dossier Manager	✓	✓	✓
Absence report following absence intake and follow-up consultation	✓	✓	✓
Start absence counseling (see Absence Intake).	2nd day	3rd day	3rd day
42nd - weekly notification	€	✓	✓
Absence intake (initial telephone consultation) including report	€	✓	✓
Follow-up consultations (during first 6 weeks of absence)*	€	✓	✓
Pregnancy notification	€	✓	✓
Case management from 6th week onwards (Gatekeeper legislation)	€	✓	✓
Drafting/updating Plan of Action.	€	✓	✓
First-year evaluation	€	✓	✓
Assisting employee WIA application	€	✓	✓
Scheduling and invitations for consultations with company doctor	€ T	€ T	✓
Consultation with company doctor within the first 6 weeks on indication	€	€	✓
Consultation with company doctor after 6th week	€	€	✓
Company doctor gatekeeping operations & documents	€	€	✓
Drafting & updating problem analysis (including IZP)	€	€	✓
Current Judgment	€	€	✓
FAI by telephone	€	€	€
Frequent absenteeism calls on site	€	€	€
Working conditions / Second opinion consultation	€	€	€
Track intervention (occupational health examination/2nd track)	€	€	€
Practitioner fees for requesting medical information	€	€	€
Periodic gatekeeper audits	€	€	€
Employee reports sick to Arbo Concern / absence intake	T	T	T
Home visit (lay mans visit/company doctor)	€	€	€
Occupational health and safety expert / A&O expert	€	€	€
Mediator / NLP coach	€	€	€
Confidential advisor	T	T	T
No-show without timely cancellation	€	€	€



This service is included in the absence subscription



This service is purchased on a transaction basis or charged to you.



You can also purchase this service on a Topping (supplement to subscription) basis.



can purchase this service as a separate transaction as well as a Topping (supplement).

* These telephone consultations are conducted in doses during the first 6 weeks of absence, depending on the absence case. On average, a telephone consultation is conducted once a week during this period. Absence reporting is included.

** In the Optimal subscription, in addition to the absence intake on the 2nd day of absence, a follow-up consultation in the second week of absence is included. In the Optimal subscription, the other absence consults during the first 6 weeks of absence are only carried out on your behalf and invoiced extra.

A tailor-made subscription

Do you need an absenteeism subscription that is tailored exactly to your organization? You can! We will be happy to discuss with you what your specific wishes and requirements are. Based on that, we will put together a customized absence subscription for you.

Trial Period

The collaboration with Arbo Concern starts with a 3-month trial period during which you can end the collaboration at any time. This allows you to experience the services of Arbo Concern without any obligation.

'Topping': choose to supplement subscriptions

You can combine the subscription of your choice with one of our so-called 'Toppings'. This way, you can finetune your subsr. Two examples:

- Combine the Basic absenteeism subscription with "Topping Direct". This allows you to pay according to usage while incorporating an absenteeism threshold with the Topping, so that absenteeism decreases quickly.
- Supplement the Basic absence subscription with the "Topping Correspondence" so that costs for specific administrative actions are included in the subscription.

Topping Direct

Unburdening and early intervention: active working to reduce absenteeism

By opting for this Topping, your absent employees are called on the first day of absenteeism and we carry out the absenteeism intake on the same day, during which work resumption agreements are immediately made. This Topping is specially designed for companies with high levels of absenteeism and/or frequent short-term absenteeism. We raise the absenteeism threshold and shorten the duration of absenteeism so that you achieve quick results in reducing absenteeism.

**Rate Topping Direct
for Basic / Premium subscriptions**

This contact moment can be converted to the first day of absence free of charge. The transaction 'Absence intake' will be invoiced to you.

**Rate Topping Direct
For absenteeism subscriptions Optimal**
€ 20,00 per employee per year

n.b. The Intensive subscription features the same early and thus Topping Direct is already included in this subscription

Topping Reporting Sick At Arbo Concern i.c.w. Topping Direct

Reporting sick to Arbo Concern and directly carrying out absence intake

By choosing this topping, your absentee employee must also report sick to Arbo Concern. In this sickness report, we immediately carry out the absenteeism intake, as a result of which work resumption agreements are immediately made. This Topping is especially for companies with a high frequency of short-term absence. We raise the absenteeism threshold considerably so that you achieve almost immediate results in reducing absenteeism.

Rate Topping Reporting Sick At Arbo Concern
(only possible in combination with Topping Direct)
Free of charge.

This contact moment can be converted to first day of absenteeism free of charge. The transaction 'Absence intake' will be billed to you.

Topping Correspondence

Do you include this Topping with your subscription? Then you pay no fees for the scheduling and invitations for the consultations with the CD, for the mutations in the system or for the contribution in location fees.

Rate Topping Correspondence
€ 13,00 per employee per year

Subscription Optimal already includes the cost of correspondent and simple administrative operations.

Specialists/network

Arbo Concern employs all the necessary experts. We also work closely with psychologist networks (SKILLS, HSK) specific clinics, physical therapist networks, etc. This allows us to work quickly on the recovery of your absent employees.

Additional services

Within our organization, we have a number of other labels that include these services:

Label	Doel	Producten
 GoingConcern Fullservice re-integratiebureau	Reintegration services	Employment specialists, 2nd and 3rd track reintegration programs, outplacement.
	Vitality	The focus of Vital Concern is on strengthening the entire organization. On happiness at work. On energy and motivation.
Personnel CONCERN	Employment-related issues Personnel mediation	Personnel mediation Safety expert, Risk Assessments & Evaluations, FAFS, workplace investigations,

Training & education

- Absence management and practice for executives (absence training/frequent absence training)
- Training in absenteeism interview techniques.
- Company emergency response (FAFS) basic & refresher courses

Employment research and 2nd track reintegration programs.

We employ experienced employment experts to conduct on-site employment research. This type of research is necessary in the reintegration process (track policy). In addition, we also support you in the implementation of the 2nd track reintegration process.

PMOs/PAGOs and medical examinations.

We offer you the possibility of professional medical and private examinations:

- PMO (Preventive Medical Examination) and PAGO (Periodic Occupational Health Examination).
- Driver's license inspection for truck and bus drivers, cab drivers and seniors
- Spirometry (lung function), ECG (exercise ECG), blood test, audiometry (hearing test), vision (visual field examination)

Risk Inventory and Evaluation (RI&E).

You can also contact us for conducting and testing your RI&E. We guarantee you an attractive rate! In addition, we have a suitable solution for organizations with multiple locations. This also applies to workplace research, climate research and noise measurements and fitting or supplying hearing protection.

Mental intervention programs and occupational physical therapy

To prevent long-term absenteeism, we have experts who can guide your employees. Upon request, we can deploy psychological trajectories or company physiotherapy to prevent your employee's future absenteeism. For this we work together with specialized agencies in the field of physiotherapy and psychological guidance.

Mediation, conflict mediation, dismissal cases and an external confidential advisor

Conflict occurs in almost every organization. Is a conflict running too high? Then use our certified mediator to resolve the conflict. If it comes to dismissal, we advise and assist you with the dismissal request (UWV/ cantonal court) and we screen the personnel file. If necessary, we cooperate with a/your lawyer for the legal settlement of the dismissal.

Confidential advisor

Do you want your employees to have access to a confidant at all times? This is possible at Arbo Concern, by taking out a subscription for this purpose. Consultations will be billed separately.

Registration form Arbo Concern (2025)

Company name	:	
Street	:	House number:
Zip code	:	Location:
Contact	:	M / F
Signatory	:	M / F
Phone number	:	
E-mail	:	
Number of employees	:	
Number of employees sick for more than 6 weeks:		

Desired Subscription (check one box)

- | | |
|---|---|
| ☐ Subscription BASIC | 21,00 euro per employee per year |
| ☐ Subscription PREMIUM (mimum of 20 employees) | from 113,50 euro per employee per year* |
| ☐ Subscription OPTIMAL (mimum of 20 employees) | from 160,00 euro per employee per year* |

Desired Topping's (additions to the chosen subscription)

- | | |
|--|---|
| ☐ Topping DIRECT (i.c.w. subscription BASIC or PREMIUM) | Free of charge (absence intake is invoiced) |
| ☐ Topping DIRECT (i.c.w. subscription OPTIMAL) | 20,00 euro per employee per year |
| ☐ Topping SICK REPORTING TO ARBOCONCERN (i.c.w. DIRECT) | Free of charge (absence intake is invoiced) |
| ☐ Topping CORRESPONDENCE | 13,00 euro per employee per year |
| ☐ Forwarding to your absence insurer | 170,00 euro per organization per year |
| ☐ Abonnement Confidential Advisor (Trustee) | 119,50 euro per year |

For agreement:

Client wishes to use the absenteeism subscription checked above and agrees to apply our Terms and Conditions, method of operation and following emphatic comments:

- All amounts listed excluding 21% VAT, are charged annually and are based on Arbo Concern locations.
- Arbo Concern may index the rates annually as of January 1 of the new year based on CBS Wage Indexation business services.
- We base our implementation on the number of actual employees you provide digitally.
- When registering less than 10 employees, a one-time 195.00 euro connection fee will be charged.
- Contract period is 12 months and is tacitly renewed unless cancelled by registered letter 3 months prior to contract expiration.

Effective date	
Signed at	:
Date	:
Name	Signature:

Upon receipt of this signed form, the occupational health and safety contract and processing agreement will be prepared, the absence application set up and the intended case manager/company physician assigned. You will be contacted by our Contract Management Department for this process.

Send this form to:

welkom@arboconcern.nl

*This rate depends on your absenteeism percentage. See the 'Subscriptions and Rates' brochure for the rate/absenteeism percentage.

ALGEMENE CONTRACTVOORWAARDEN VAN ARBO CONCERN BV, statutair gevestigd in Katwijk, hierna te noemen 'ARBO CONCERN'. Kamer van Koophandel nr. 27347330.

1. Algemeen

- 1.1. De algemene voorwaarden zijn van toepassing op alle werkzaamheden, offertes en overeenkomsten tussen Arbo Concern en opdrachtgevers, respectievelijk hun rechtsopvolgers. Van deze voorwaarden kan slechts afgeweken worden indien en voor zover dit tevoren uitdrukkelijk schriftelijk met Arbo Concern is overeengekomen.
- 1.2. Algemene voorwaarden van de opdrachtgever en/of van derden zullen slechts van toepassing zijn indien en voor zover Arbo Concern de toepasselijkheid daarvan uitdrukkelijk schriftelijk heeft aanvaard.
- 1.3. Indien één of meerdere bepalingen in deze algemene voorwaarden op enig moment geheel of gedeeltelijk nietig zijn of vernietigd mochten worden, dan zal dit geen invloed hebben op de geldigheid van de overige bepalingen die onverkort van toepassing zullen blijven.
- 1.4. Arbo Concern behoudt zich het recht voor om deze algemene voorwaarden te allen tijde aan te passen. De meest recente versie van onze algemene voorwaarden is in te zien op onze website 'www.arboconcern.nl' en/of op te vragen bij Arbo Concern.

2. Toepasselijk recht

Op de overeenkomsten van Arbo Concern is uitsluitend het Nederlands recht van toepassing.

3. Grondslag offertes

Offertes van Arbo Concern zijn gebaseerd op de informatie die door de opdrachtgever is verstrekt. De opdrachtgever staat ervoor in alle essentiële informatie voor de opzet en uitvoering van de opdracht te hebben verstrekt. Arbo Concern zal de door haar te verrichten werkzaamheden naar beste inzicht en vermogen en overeenkomstig de eisen van goed vakmanschap uitvoeren. Deze verplichting heeft het karakter van een 'inspanningsverplichting', tenzij anders wordt overeengekomen.

4. Ter beschikking stelling van faciliteiten door opdrachtgever

De opdrachtgever stelt ter uitvoering van overeengekomen werkzaamheden op locatie een werkkamer met bureau, telefoon, dataverbinding (internet aansluiting) en een wachtruimte ter beschikking. De opdrachtgever verleent de bij de opdracht betrokken Arbo Concern medewerkers toegang tot alle werkplekken, zo nodig om het nemen van maatregelen, en geeft alle medewerking aan Arbo Concern om inzicht te krijgen in de arbeidsomstandigheden.

5. Vertrouwelijkheid

- 5.1. Arbo Concern is verplicht tot geheimhouding van alle informatie en gegevens van de opdrachtgever jegens derden. Arbo Concern zal in het kader van de opdracht alle mogelijke voorzorgsmaatregelen nemen ter bescherming van de belangen van de opdrachtgever.
- 5.2. De opdrachtgever zal zonder toestemming van Arbo Concern aan derden geen mededelingen doen over de aanpak van Arbo Concern, haar werkwijze en dergelijke, dan wel haar rapportage(s) - buiten doel en strekking waarvoor de rapportages zijn opgesteld - ter beschikking stellen.

6. Het betrekken van derden bij de opdrachtuitvoering

Arbo Concern kan bij de opdrachtuitvoering derden betrekken of inschakelen.

7. Personeel

- 7.1. Arbo Concern kan na overleg met of op verzoek van de opdrachtgever ter beschikking gesteld personeel vervangen. De verandering mag de kwaliteit van de te verrichten werkzaamheden niet verminderen, noch de continuïteit van de werkzaamheden ongunstig beïnvloeden.
- 7.2. De opdrachtgever mag tijdens de looptijd van de overeenkomst tussen Arbo Concern en de opdrachtgever en binnen één jaar na beëindiging daarvan geen personeel van Arbo Concern in dienst nemen of voor enige dienstverlening buiten Arbo Concern om inschakelen, dan met schriftelijke toestemming van Arbo Concern.
- 7.3. Per overtreding van het vorige lid is de opdrachtgever een direct opeisbare boete verschuldigd van € 50.000,- alsmede € 2.500,- per dag dat de overtreding voortduurt.

8. Tarieven en kosten van de opdracht

- 8.1. Arbo Concern is gerechtigd om haar tarieven per kalenderjaar te indexeren op basis van het CBS-prijsindexcijfer voor cao-lonen, met een minimale verhoging gelijk aan de stijging van de (loon)kosten voor de inzet van haar Professionals. Uitzonderingen hierop zijn: (a) het tarief van de bedrijfsarts en gerelateerde activiteiten kan Arbo Concern tussentijds aanpassen naar marktconforme tarieven, en (b) bij een tussentijdse kostenstijging van meer dan 4% (bijvoorbeeld op leveranciersprijzen of belastingen), indien deze een tariefaanpassing noodzakelijk maakt.
- 8.2. De tarieven van abonnementen waarin verrichtingen prijstechnisch zijn opgenomen - de zogenaamde (semi) ALL-IN abonnementen, zoals o.a. Premium en Optimaal - worden gebaseerd op de hoogte van het verzuimpercentage. Zodoende kan Arbo Concern deze tarieven op peilmomenten voor een volgende periode aanpassen.
- 8.3. De opdrachtgever is verplicht op verzoek van Arbo Concern een verklaring van een registeraccountant te overleggen betreffende het aantal medewerkers. Op basis hiervan kan met terugwerkende kracht een herberekening van de aansluitkosten (abonnementstarieven), en/of alsnog te factureren kosten van uitgevoerde verrichtingen worden gemaakt, en worden doorberekend aan de opdrachtgever.
- 8.4. Bij een samenwerking op basis van een abonnement waarin verrichtingen prijstechnisch zijn opgenomen verlangt Arbo Concern dat er een koppeling wordt gemaakt tussen het personeelstelsysteem van de opdrachtgever en het verzuimsysteem van Arbo Concern. De opdrachtgever draagt de kosten voor het opmaken en in stand houden van deze koppeling.
- 8.5. Tenzij partijen schriftelijk anders zijn overeengekomen zijn de reiskosten voor werkzaamheden op een niet Arbo Concern locatie vastgesteld op 0,50 euro per kilometer eventueel gecombineerd met de reistijd en het uurtarief van de betrokken deskundige.
- 8.6. Tenzij partijen uitdrukkelijk schriftelijk anders zijn overeengekomen, zijn alle prijzen en andere bedragen exclusief BTW en op (spreekuur) locaties Arbo Concern.

9. Betalingsvoorwaarden

- 9.1. Afgesproken vaste (abonnements-)tarieven worden maandelijks of per kwartaal bij (voorschot)declaratie in rekening gebracht. Betaling dient te geschieden binnen 14 dagen na declaratiedatum zonder aftrek of verrekening en zonder opschorting wegens een vermeende of daadwerkelijke tekortkoming van Arbo Concern.
- 9.2. Na die vervalddag kan Arbo Concern, na (schriftelijke) sommatie en in gebreke stelling de wettelijke rente in rekening brengen. Indien betaling achterwege blijft, kan Arbo Concern met een beroep op de onzekerheidsexceptie de uitvoering van de opdracht/werkzaamheden opschorten.
- 9.3. Is de opdrachtgever in verzuim of schiet hij op een andere wijze tekort in het nakomen van één of meer van zijn verplichtingen, dan komen alle redelijke kosten ter verkrijging van voldoening voor zijn rekening, zowel de gerechtelijke als de buitengerechtelijke. Indien de opdracht is verstrekt door meer dan één opdrachtgever, zijn alle opdrachtgevers hoofdelijk aansprakelijk voor de nakoming van de verplichtingen zoals in dit artikel aangegeven (ongeacht de tenaamstelling van de declaratie).
- 9.4. Mocht de opdrachtgever niet (tijdig) aan zijn betalingsverplichtingen voldoen, of in geval van twijfel of de opdrachtgever aan zijn betalingsverplichting zal voldoen, zal Arbo Concern voorafgaand aan de volgende opdracht een voorschotnota aan de opdrachtgever zenden. De opdracht wordt pas uitgevoerd na betaling van deze voorschotnota.

10. Duur, opzegging en ontbinding

- 10.1. Indien de dienstverlening wordt geleverd op basis van een abonnementsvorm, wordt de overeenkomst, tenzij uitdrukkelijk anders overeengekomen, aangegaan voor de duur van één jaar. Na afloop van deze initiële periode wordt de overeenkomst automatisch en stilzwijgend verlengd voor eenzelfde periode, tenzij er der partijen de overeenkomst beëindigt met inachtneming van een opzegtermijn van ten minste drie maanden vóór het einde van de lopende periode. Opzegging dient in dat geval per aangetekend schrijven te geschieden.
- 10.2. Arbo Concern is bevoegd de verdere uitvoering van de overeenkomst op te schorten, dan wel de overeenkomst met onmiddellijke ingang zonder gerechtelijke tussenkomst geheel of gedeeltelijk te ontbinden:
 - (a) indien aan de opdrachtgever voorlopig of definitief uitstel van betaling is verleend, door de opdrachtgever op grond van financiële omstandigheden een betalingsregeling wordt aangeboden, dan wel de opdrachtgever in staat van faillissement is verklaard, dan wel Arbo Concern op overige redelijke gronden het vermoeden heeft dat de opdrachtgever niet aan zijn betalingsverplichtingen zal voldoen;
 - (b) indien de opdrachtgever niet behoorlijk of niet tijdig aan een voor hem uit de overeenkomst voortvloeiende (betalings-)verplichting voldoet. Hieronder is onder meer begrepen: indien de opdrachtgever onjuiste of onvolledige informatie heeft verstrekt en/of indien de opdrachtgever niet al zijn medewerkers bij Arbo Concern heeft aangemeld.
- 10.3. Bij het voordoen van de in lid 10.2. bedoelde omstandigheden, wordt hetgeen Arbo Concern van de opdrachtgever te vorderen heeft steeds en met onmiddellijke ingang opeisbaar, hierbij onverminderd alle overige aan Arbo Concern toekomende rechten, waaronder het recht volledige betaling en/of schadevergoeding te vorderen.
11. Tussentijdse beëindiging van de opdracht

Indien een overeenkomst, waarbij een vast declaratiebedrag is overeengekomen, door een der partijen tussentijds wordt beëindigd, zal dit volgens de termen van de betreffende overeenkomst geschieden. Een opzeggende opdrachtgever is gehouden over de overeengekomen termijn te betalen. Bij opzegging door Arbo Concern zal tussen partijen naar evenredigheid worden afgerekend. Ingeval een van beide partijen in staat van faillissement geraakt of de bedrijfsvoering staakt, heeft de andere partij het recht de opdracht zonder inachtneming van een opzegtermijn te beëindigen, een en ander onder voorbehoud van rechten.

12. Wijziging opdracht, meerwerk, geschillen over declaraties

- 12.1. Indien door toedoen van de opdrachtgever een tussentijdse wijziging in de opdracht of opdrachtuitvoering ontstaat, zal Arbo Concern de noodzakelijke aanpassingen aanbrengen indien dit de kwaliteit vergt van de dienstverlening. Als zo'n aanpassing leidt tot meerwerk, zal dit als een aanvullende opdracht worden beschouwd hetgeen mogelijk extra declaratiel(s) met zich meebrengt. Dit geldt ook bij anderszins blijkend en/of noodzakelijk meerwerk hetgeen niet in de opdracht is opgenomen.
- 12.2. Over geschillen betreffende declaraties van werkzaamheden en/of tarieven die niet schriftelijk zijn overeengekomen beslissen partijen naar redelijkheid en billijkheid. Indien niet tot overeenstemming wordt gekomen is artikel 16. van deze Algemene Voorwaarden van toepassing.
- 12.3. Indien Arbo Concern werkzaamheden of andere prestaties heeft verricht die buiten de inhoud of omvang van de overeengekomen dienstverlening vallen, zullen deze werkzaamheden of prestaties door de opdrachtgever aan Arbo Concern worden vergoed volgens de gebruikelijke tarieven van Arbo Concern.

13. Aanmelding medewerkers van opdrachtgever

- 13.1. Bij facturatie van de (verzuim)abonnementen gaat Arbo Concern uit van het daadwerkelijke aantal actieve dienstverbanden bij de opdrachtgever (zie ook artikel 8.3.).
- 13.2. In het kader van samenwerken op basis van één van onze (verzuim) abonnementen dient de Opdrachtgever zijn nieuwe medewerkers binnen 1 maand vanaf de indiensttreding - via ons verzuimsysteem - bij Arbo Concern aan te melden.
- 13.3. Indien is voldaan aan de voorwaarden zoals vermeld in artikel 13.2., zal de medewerker worden berekend conform het afgesloten verzuimabonnement.
- 13.4. Voor medewerkers die in ons verzuimsysteem worden aangemeld waarbij de termijn - zoals vermeld in artikel 13.2. - niet in acht is genomen, zullen de eventueel uitgevoerde activiteiten met terugwerkende kracht worden na gecaluleerd en/of de abonnementsstarieven met terugwerkende kracht - vanaf de indiensttreding - worden naverkend. Ook worden hierbij administratiekosten in rekening gebracht.
- 13.5. Arbo Concern behoudt zich het recht voor om medewerkers - die niet zijn aangemeld zoals omschreven in artikel 13.2. - louter op basis van het verrichtingenabonnement BASIS te begeleiden.
- 13.6. In het geval een opdrachtgever een medewerker aanmeldt die binnen één maand ziek wordt c.q. uitvalt, geldt te allen tijde dat deze louter op basis van het verrichtingenabonnement BASIS zal worden begeleid.
- 13.7. Bij start van de samenwerking geldt dat overgenomen 'lopende' verzuimdossiers (de zogenaamde inlooppdossiers) louter op basis van het verrichtingenabonnement BASIS worden begeleid.

14. Termijnen, annulering, 'no-show' en regres

- 14.1. Voor zover in de offerte of de overeenkomst geen termijnen zijn vermeld, zal Arbo Concern zijn diensten verliezen binnen de voor Arbo Concern gangbare termijnen.
- 14.2. Verhinderd, het niet reageren of het niet verschijnen van de cliënt/(ex)werknemer komt in ieder geval voor volledig risico van de opdrachtgever/werkgever.
- 14.3. Annulering van afspraken betreffende individuele cliënten/(ex)werknemers dient uiterlijk 24 uur voor het afgesproken tijdstip te geschieden.
- 14.4. Annulering van afspraken betreffende meer dan één cliënt/(ex)werknemer (bijvoorbeeld bij het inhuren van professionals op dagdeel basis, of PMO-projecten etc.) dient uiterlijk 14 kalenderdagen vóór de afgesproken dag te geschieden, tenzij schriftelijk anders is overeengekomen. Ingeval van een annulering zoals hiervoor bedoeld wordt door Arbo Concern 20% van de voor de afspraak c.q. afspraken overeengekomen vergoeding bij de opdrachtgever in rekening gebracht.
- 14.5. Annulering van afspraken betreffende opdrachten met meer dan één opvolgende (spreek)uren (zoals bijvoorbeeld dagdelen/dagen e.d.) dient uiterlijk 14 kalenderdagen vóór de afgesproken dag te geschieden, tenzij schriftelijk anders is overeengekomen. Ingeval van een annulering zoals hiervoor bedoeld wordt door Arbo Concern 20% van de voor de afspraak c.q. afspraken overeengekomen vergoeding bij de opdrachtgever in rekening gebracht.
- 14.6. Indien annulering van een afspraak niet of te laat geschiedt, of de cliënt/(ex)werknemer niet verschijnt (z.g. 'no-show'), wordt de voor de afspraak overeengekomen vergoeding bij de werkgever volledig in rekening gebracht, vermeerderd met eventuele aanvullende kosten die Arbo Concern in verband met de te late annulering c.q. 'no-show' heeft moeten maken.
- 14.7. Hetgeen in het voorgaande lid is vastgelegd is ook van toepassing als de werkgever een abonnement met Arbo Concern heeft afgesloten. De kosten van te late annulering en 'no-show' maken geen onderdeel uit van de abonnementen die door Arbo Concern worden aangeboden en dienen extra te worden vergoed.
- 14.8. De dienstverlening welke voortvloeit uit de Arbo Concern verzuimabonnementen heeft, tenzij anders overeengekomen, louter en alleen betrekking op actieve dienstverbanden in de eerste 104 weken van het verzuim. Eventuele (re-)integratiediensten na deze periode zijn op kosten van de opdrachtgever.
- 14.9. Voor alle verzuimdossiers waarop regresrecht van toepassing is, geldt dat alle door ons uitgevoerde verrichtingen en activiteiten volledig in rekening worden gebracht, ongeacht of deze verrichtingen normaal gesproken kostenmatig binnen het afgesloten abonnement vallen. De opdrachtgever is zelf verantwoordelijk voor het verhalen van deze kosten op de aansprakelijke partij.

15. Aansprakelijkheid

- 15.1. Indien Arbo Concern aansprakelijk mocht zijn, dan is deze aansprakelijkheid beperkt tot hetgeen in deze bepaling is geregeld.
- 15.2. Arbo Concern is niet aansprakelijk voor schade, van welke aard ook, als (a) is uitgegaan van door of namens de Wederpartij verstrekte onjuiste en/of onvolledige gegevens, (b) de opdrachtgever geen gebruik heeft gemaakt van alle mogelijke bezwaar-/beroepsmogelijkheden, (c) Arbo Concern niet betrokken/niet actief betrokken is geweest bij de invulling van de bezwaar-/beroepsmogelijkheden, (d) de opdrachtgever in het Poortwachter verzuimtraject niet - of maar deels - de expertise/experts van Arbo Concern (tijdig) heeft ingezet, (e) de opdrachtgever de adviezen/aanwijzingen van de ingezette experts niet heeft opgevolgd/slechts heeft opgevolgd, (f) de opdrachtgever onder z.g. 'EIGEN REGIE' voornamelijk zelf als casemanager het verzuim begeleidt, (g) de opdrachtgever de toetsingsmogelijkheden op gegeven adviezen van (onze) experts niet (tijdig) hanteert, (h) de opdrachtgever niet tot loondoorbetaling verplicht is, of (i) als geen (correcte) ziekmelding, binnen één werkdag na ontstaan van het verzuim, in ons verzuimsysteem door opdrachtgever is geregistreerd.
- 15.3. Indien Arbo Concern aansprakelijk mocht zijn voor enigerlei schade, dan is de aansprakelijkheid van Arbo Concern beperkt tot maximaal 6 maal de maandelijkse factuurwaarde van de order (of tweemaal de factuurwaarde indien en voor zover per kwartaal wordt gedeclareerd), althans tot dat gedeelte van de order waarop de aansprakelijkheid betrekking heeft, zulks met een maximum van € 250.000,00.
- 15.4. Arbo Concern is uitsluitend aansprakelijk voor directe schade.
- 15.5. Onder directe schade wordt uitsluitend verstaan de redelijke kosten ter vaststelling van de oorzaak en de omvang van de schade, voor zover de vaststelling betrekking heeft op schade in de zin van deze voorwaarden, de eventuele redelijke kosten gemaakt om de gebrekkige prestatie van Arbo Concern aan de overeenkomst te laten beantwoorden, voor zoveel deze aan Arbo Concern toegerekend kunnen worden en redelijke kosten, gemaakt ter voorkoming of beperking van schade, voor zover de Wederpartij aantoonde dat deze kosten hebben geleid tot beperking van directe schade als bedoeld in deze algemene voorwaarden.
- 15.6. Arbo Concern is nimmer aansprakelijk voor indirecte schade, daaronder begrepen gevolgschade, gederfde winst, gemiste besparingen en schade door bedrijfsstagnatie.
- 15.7. Iedere vordering tot schadevergoeding vervalt door verloop van één jaar na de aanvang van de dag, volgende op die waarop de opdrachtgever met de schade en met Arbo Concern als de daarvoor aansprakelijke persoon bekend is geworden.

16. Geschillenregeling

- 16.1. Voor geschillen voortvloeiende uit of samenhangende met de overeenkomst of deze algemene voorwaarden is uitsluitend de Nederlandse rechter in het arrondissement Den Haag bevoegd.
- 16.2. In afwijking op in het vorige lid bepaalde zullen geschillen tussen partijen, ter vrije keuze van Arbo Concern, ook door de bevoegde Nederlandse rechter binnen wiens rechtsgebied de opdrachtgever gevestigd is, beslist kunnen worden.

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Een exemplaar van deze algemene voorwaarden is ook te vinden op onze website: www.arboconcern.nl/algemene-voorwaarden

Translated General Terms and Conditions (the Dutch version is legally leading).

GENERAL TERMS AND CONDITIONS OF ARBO CONCERN BV, with its registered office in Katwijk, hereinafter referred to as 'ARBO CONCERN'. Chamber of Commerce no. 27347330.

1. General

- 1.1. These general terms and conditions apply to all work, offers, and agreements between Arbo Concern and clients, or their legal successors, respectively. Deviations from these conditions are only possible if and insofar as expressly agreed in writing with Arbo Concern beforehand.
- 1.2. The general terms and conditions of the client and/or third parties shall only apply if and insofar as Arbo Concern has expressly accepted them in writing.
- 1.3. If one or more provisions in these general terms and conditions are wholly or partially nullified or declared void at any time, this shall not affect the validity of the remaining provisions, which shall remain fully applicable.
- 1.4. Arbo Concern reserves the right to amend these general terms and conditions at any time. The most recent version of our general terms and conditions can be viewed on our website 'www.arboconcern.nl' and/or requested from Arbo Concern.

2. Applicable law

The agreements of Arbo Concern are exclusively governed by Dutch law.

3. Basis of quotations

Quotations from Arbo Concern are based on the information provided by the client. The client guarantees that they have provided all essential information for the preparation and execution of the assignment. Arbo Concern will perform the tasks to the best of its knowledge and abilities and in accordance with the standards of good craftsmanship. This obligation has the character of a 'best efforts obligation', unless otherwise agreed.

4. Provision of facilities by the client

The client shall provide, for the execution of agreed tasks on-site, an office with a desk, telephone, data connection (internet connection), and a waiting room. The client shall grant Arbo Concern staff involved in the assignment access to all workplaces, if necessary for taking measures, and shall provide all cooperation to Arbo Concern to gain insight into the working conditions.

5. Confidentiality

- 5.1. Arbo Concern is obligated to maintain confidentiality regarding all information and data of the client towards third parties. Arbo Concern shall take all possible precautions in the context of the assignment to protect the interests of the client.
- 5.2. The client shall not, without Arbo Concern's permission, disclose to third parties any information regarding Arbo Concern's approach, methods, or reports, nor make its reports available beyond the purpose and scope for which they were prepared.

6. Involving third parties in the assignment execution

Arbo Concern may involve or engage third parties in the execution of the assignment.

7. Personnel

- 7.1. Arbo Concern may, after consultation with or at the request of the client, replace personnel made available. The change must not reduce the quality of the tasks to be performed, nor negatively affect the continuity of the work.
- 7.2. The client may not, during the term of the agreement between Arbo Concern and the client and within one year after its termination, employ any personnel of Arbo Concern or engage them for any services outside of Arbo Concern, without written permission from Arbo Concern.
- 7.3. For each violation of the previous clause, the client is liable for an immediately payable penalty of € 50,000, plus € 2,500 for each day the violation continues.

8. Rates and costs of the assignment

- 8.1. Arbo Concern is entitled to index its rates per calendar year based on the CBS price index for collective labor agreement wages, with a minimum increase equal to the rise in (wage) costs for the deployment of its Professionals. Exceptions to this are: (a) the rate of the company doctor and related activities may be adjusted by Arbo Concern in the interim to market-conforming rates, and (b) in the event of an interim cost increase of more than 4% (for example, in supplier prices or taxes), if such an increase necessitates a rate adjustment.
- 8.2. The rates for subscriptions in which services are priced in advance – the so-called (semi) ALL-IN subscriptions, such as Premium and Optimal – are based on the absenteeism rate. As a result, Arbo Concern may adjust these rates at measurement points for the next period.
- 8.3. The client is obligated, upon Arbo Concern's request, to provide a declaration from a certified accountant regarding the number of employees. Based on this, a recalculation of the subscription fees (connection fees) and/or fees for services rendered may be made retroactively and charged to the client.
- 8.4. In a collaboration based on a subscription where services are priced, Arbo Concern requires a connection between the client's personnel system and Arbo Concern's absenteeism system. The client bears the costs for creating and maintaining this connection.
- 8.5. Unless otherwise agreed in writing, travel costs for tasks performed at a location other than Arbo Concern are set at € 0.50 per kilometer, possibly combined with the hourly rate of the involved expert.
- 8.6. Unless otherwise expressly agreed in writing, all prices and other amounts are exclusive of VAT and applicable to Arbo Concern consultation locations.

9. Payment terms

- 9.1. Agreed fixed (subscription) rates are charged monthly or quarterly via (advance) invoice. Payment must be made within 14 days of the invoice date without deduction or settlement and without suspension due to an alleged or actual failure by Arbo Concern.
- 9.2. After this due date, Arbo Concern may, after (written) summons and notice of default, charge statutory interest. If payment is not made, Arbo Concern may invoke the uncertainty exception and suspend the execution of the assignment/tasks.
- 9.3. If the client is in default or otherwise fails to fulfill one or more of its obligations, all reasonable costs for collection are the client's responsibility, both judicial and extrajudicial. If the assignment has been given by more than one client, all clients are jointly and severally liable for fulfilling the obligations as indicated in this article (regardless of the invoice's designation).
- 9.4. If the client does not (timely) meet its payment obligations, or if there is doubt about whether the client will meet its payment obligations, Arbo Concern will send an advance invoice for the next assignment to the client. The assignment will only be executed after payment of this advance invoice.

10. Duration, termination, and dissolution

- 10.1. If the services are provided on a subscription basis, the agreement is, unless expressly agreed otherwise, entered into for a period of one year. Upon expiration of this initial period, the agreement is automatically and tacitly renewed for the same period, unless either party terminates the agreement with a notice period of at least three months before the end of the current period. Termination must, in that case, be made by registered mail.
- 10.2. Arbo Concern is authorized to suspend further execution of the agreement or to terminate the agreement in whole or in part with immediate effect without judicial intervention:
 - (a) if the client has been granted provisional or definitive suspension of payment, if the client offers a payment arrangement due to financial circumstances, or if the client has been declared bankrupt, or if Arbo Concern has reasonable grounds to believe that the client will not meet its payment obligations;
 - (b) if the client does not properly or timely meet a payment obligation arising from the agreement. This includes, but is not limited to, providing incorrect or incomplete information and/or failing to register all employees with Arbo Concern.
- 10.3. In the event of the circumstances referred to in paragraph 10.2, all amounts owed by the client to Arbo Concern shall become immediately due and payable, without prejudice to all other rights of Arbo Concern, including the right to demand full payment and/or compensation.

11. Interim termination of the assignment

If an agreement with a fixed fee is terminated early by one of the parties, this will be done according to the terms of the respective

agreement. A terminating client is obligated to pay for the agreed term. In case of termination by Arbo Concern, the parties will settle pro-rata. If one of the parties is declared bankrupt or ceases operations, the other party has the right to terminate the assignment without notice, without prejudice to its rights.

12. Amendment of assignment, additional work, disputes regarding invoices

- 12.1. If an interim change in the assignment or assignment execution occurs due to the client's actions, Arbo Concern shall make the necessary adjustments to maintain the quality of service. If such adjustment results in additional work, it will be considered an additional assignment, which may involve extra invoices. This also applies to otherwise apparent or necessary additional work that was not included in the assignment.
- 12.2. Disputes concerning invoices for tasks or rates that were not agreed upon in writing will be settled by the parties on a reasonable and fair basis. If no agreement is reached, article 16 of these General Terms and Conditions shall apply.
- 12.3. If Arbo Concern has performed tasks or other services outside the scope of the agreed-upon services, these tasks or services will be reimbursed by the client according to Arbo Concern's usual rates.

13. Registration of client employees

- 13.1. When invoicing absenteeism subscriptions, Arbo Concern bases its calculation on the actual number of active employees at the client (see also article 8.3.).
- 13.2. In the context of working together under one of our absenteeism subscriptions, the client must register new employees within one month of their start date through our absenteeism system.
- 13.3. If the conditions specified in article 13.2. are met, the employee will be billed according to the agreed absenteeism subscription.
- 13.4. For employees registered in our absenteeism system without meeting the deadline specified in article 13.2., any activities carried out will be retrospectively calculated, and/or subscription fees will be recalculated retrospectively from the employee's start date. Administrative costs will also be charged.
- 13.5. Arbo Concern reserves the right to only guide employees who were not registered as described in article 13.2. under the BASE subscription.
- 13.6. If a client registers an employee who becomes ill or incapacitated within one month, this employee will always be guided under the BASE subscription.
- 13.7. At the start of cooperation, inherited ongoing absenteeism cases (the so-called 'inflow cases') will only be guided under the BASE subscription.

14. Deadlines, cancellation, 'no-show', and recourse

- 14.1. Unless otherwise specified in the offer or the agreement, Arbo Concern will provide its services within the usual deadlines for Arbo Concern.
- 14.2. Absence, failure to respond, or failure to appear by the client/(former) employee is at the full risk of the client/employer.
- 14.3. Cancellation of appointments concerning individual clients/(former) employees must occur at least 24 hours before the agreed time.
- 14.4. Cancellation of appointments involving more than one client/(former) employee (e.g., hiring professionals on a half-day basis, or PMO projects, etc.) must occur at least 14 calendar days before the agreed day, unless otherwise agreed in writing. In the event of such a cancellation, Arbo Concern will charge the client 20% of the agreed fee for the appointment(s).
- 14.5. Cancellation of appointments involving more than one consecutive consultation hour (e.g., half-days/full days, etc.) must occur at least 14 calendar days before the agreed day, unless otherwise agreed in writing. In the event of such a cancellation, Arbo Concern will charge the client 20% of the agreed fee for the appointment(s).
- 14.6. If an appointment is not canceled or is canceled late, or if the client/(former) employee fails to show up (i.e., a 'no-show'), the full fee for the appointment will be charged to the employer, along with any additional costs incurred by Arbo Concern due to the late cancellation or 'no-show'.
- 14.7. The provision in the previous clause also applies if the employer has a subscription with Arbo Concern. The costs of late cancellation and 'no-show' are not included in the subscriptions offered by Arbo Concern and must be reimbursed separately.
- 14.8. The services resulting from Arbo Concern absenteeism subscriptions only apply to active employment relationships during the first 104 weeks of absenteeism unless otherwise agreed. Any (reintegration) services after this period are at the client's expense.
- 14.9. For all absenteeism cases where recourse applies, all actions and activities performed by us will be fully charged, regardless of whether these actions are normally included in the subscription. The client is responsible for recovering these costs from the liable party.

15. Liability

- 15.1. If Arbo Concern is liable, such liability is limited to what is set out in this provision.
- 15.2. Arbo Concern is not liable for damages of any kind if (a.) it has acted based on incorrect and/or incomplete information provided by or on behalf of the other party, (b.) the client has not utilized all possible objection/appeal options, (c.) Arbo Concern was not involved or not actively involved in the objection/appeal process, (d.) the client has not - or only partially - deployed Arbo Concern's experts timely during the Gatekeeper absenteeism process, (e.) the client has not followed/only partially followed the advice/instructions of the experts involved, (f.) the client, under so-called 'OWN CONTROL' mainly acted as case manager managing absenteeism, (g.) the client did not timely exercise the review options on the advice provided by (our) experts, (h.) the client is not obligated to continue wage payments, or (i.) if no (correct) absenteeism registration was made by the client within one working day after the absenteeism started in our absenteeism system.
- 15.3. If Arbo Concern is liable for any damages, its liability is limited to six times the monthly invoice value of the order (or twice the invoice value if billed quarterly), or to the part of the order to which the liability relates, with a maximum of € 250,000.00.
- 15.4. Arbo Concern is only liable for direct damages.
- 15.5. Direct damages are exclusively defined as the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage as defined in these conditions, the reasonable costs incurred to bring the defective performance of Arbo Concern in line with the agreement, insofar as these can be attributed to Arbo Concern, and reasonable costs incurred to prevent or limit damage, insofar as the other party proves that these costs have resulted in limiting direct damage as defined in these general terms and conditions.
- 15.6. Arbo Concern is never liable for indirect damage, including consequential damage, lost profits, missed savings, and damage due to business interruption.
- 15.7. Any claim for damages expires one year after the start of the day following the date on which the client became aware of the damage and Arbo Concern as the liable party.

16. Dispute resolution

- 16.1. For disputes arising from or related to the agreement or these general terms and conditions, only the Dutch court in the district of The Hague has jurisdiction.
- 16.2. In deviation from the previous clause, disputes between the parties may also be resolved, at Arbo Concern's discretion, by the competent Dutch court within whose jurisdiction the client is located.

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A copy of these general terms and conditions can also be found on our website: www.arboconcern.nl/algemene-voorwaarden

