



GENERAL PURCHASING TERMS AND CONDITIONS FOR SERVICES

Article 1. Definitions

In these Purchasing Terms and Conditions for Services, the terms and expressions used below shall be defined as follows:

- **Province:** the Province of Groningen, the Netherlands, the user of these General Terms and Conditions
- **Contractor:** the counterparty to the Province
- **Parties:** the Contractor and the Province
- **Agreement:** the agreements recorded in writing between the Province and the Contractor concerning the delivery of Services
- **Services:** work to be performed by the Contractor for the Province based on the Agreement concluded between them
- **Performance:** the execution of the contractual obligations.

Article 2. Applicability

- 2.1. These General Terms and Conditions shall apply to all invitations to make an offer, offers, contracts and Agreements by the Province, as well as offers by the Contractor regarding the provision of Services, including follow-up contracts by the Contractor for the Province.
- 2.2. If there is a conflict between what has separately been agreed on in writing between the Parties and these Terms and Conditions, the separate provisions agreed on shall prevail.
- 2.3. The Contractor's general terms and conditions shall expressly not apply.
- 2.4. If, with respect to any Agreement, the Contractor's general terms and conditions nevertheless apply, the Province's General Terms and Conditions shall prevail in the event of a conflict.
- 2.5. If any provision of these General Terms and Conditions is invalid or declared void, the other provisions shall remain in full force. The Parties shall consult with each other in that case in order to agree on new provisions to replace the invalid or voided provisions, with the purpose and effect of these provisions being taking into account as much as possible.
- 2.6. The Province wishes to utilize the BIBOB Act in the tendering procedure and in granting the contract. The BIBOB Act is intended to prevent the government from possibly facilitating criminal activities through tendering procedures or the granting of government contracts as referred to in this Act.

The Province may seek advice from the BIBOB Agency concerning those government contracts relating to a sector designated by BIBOB Decree:

- (i) before a decision is taken on awarding such a government contract
- (ii) if the Province has stipulated by agreement that the Agreement shall be rescinded if – briefly stated – advice given by the BIBOB Agency provides cause to do so
- (iii) with respect to a 'sub-contractor', solely with an eye to its acceptance as such, if the Province has stated as a condition (in the specifications) that 'sub-contractors' shall not be engaged without the Province's permission and, in connection with this condition, has reserved the right to seek advice from the BIBOB Agency.

The advice which the BIBOB Agency furnishes based on the results of its investigation shall support the Province in its own substantive assessment as to whether or not to grant a government contract to the party concerned, rescind an Agreement concerning a government contract, or grant permission or not for a certain 'sub-contractor' to be engaged.



Upon request, the Province shall provide additional information regarding application of the BIBOB Act.

If application of this Act provides cause for the Province to seek advice from the BIBOB Agency, the period that the offer is valid shall be extended by at most eight weeks.

Article 3. Period of validity of the offer and formation of the Agreement

- 3.1. An offer by the Contractor shall be irrevocable for a period of ninety (90) days after the Province has received this, unless the Province's invitation to make an offer states a different period. In the case of tenders, the period shall commence on the date the tender closes.
- 3.2. The Agreement shall be formed through the Province's acceptance of a written offer by the Contractor by means of a written order. If the contract is sent after the period referred to in Article 3.1 ends or the contract deviates from the offer in more than minor respects, the Agreement shall be formed in accordance with the contract, unless the Contractor rejects the contract in writing within fourteen (14) days of its date.
- 3.3. If the Contractor has not made an offer, the Agreement shall be formed through the Contractor's written acceptance of a written contract by the Province within fourteen (14) days of its date by sending an identical confirmation of the contract. This confirmation must be received by the Province within the aforementioned period of fourteen (14) days.
- 3.4. The Province may cancel the contract described in Article 3.3 until the Contractor has accepted the order.
- 3.5. The Contractor shall remain responsible for the costs ensuing from drawing up and issuing the requested quote.

Article 4. Modifications

- 4.1. The Province may ask the Contractor in writing at any time to modify the scope and/or nature of the Services to be delivered.
- 4.2. If, in the Contractor's judgment, a modification will have consequences for the agreed fixed price and/or time of delivery of the Services, it must, before carrying out the modification, inform the Province of this in writing as soon as possible, but in any event no later than ten (10) business days after notice of the desired modification. If, in the Province's judgment, these consequences for the price and/or delivery period are unacceptable, the Province may withdraw the modification request.
- 4.3. Modifications shall only be effective if they have been agreed on in writing.

Article 5. Contract variations

- 5.1. If, because of additional needs or changed views on the Province's part or because of a change in the relevant regulations, the obligations assumed by the counterparty shall demonstrably be increased or expanded, this shall be considered 'contract extras'.
- 5.2. Contract extras shall be compensated, if and insofar as the additional work and/or changed views and/or regulations were unforeseeable when the Agreement was entered into.



- 5.3. If, because of changed views on the Province's part or because of a change in the relevant regulations, the obligations assumed by the counterparty shall demonstrably be lightened or reduced, this shall be considered 'contract reductions'.
- 5.4. Contract reductions shall be set off, if and insofar as the changed views and/or regulations were unforeseeable when the Agreement was entered into.
- 5.5. The provisions in Article 4 shall apply by analogy to the contract extras to be performed or the contract reductions to be set off.

Article 6. Personnel and materials

- 6.1. The Contractor shall render the Performance described in the Agreement for the Province. The Contractor shall indicate which employees shall be utilized by it in good time. The personnel utilized by the Contractor to implement the Agreement must satisfy the special requirements stated by the Province and, in the absence thereof, the general requirements of competence and expertise. The Contractor's 'personnel' shall also include third parties procured by the Contractor to implement the Agreement.
- 6.2. Before furnishing a contract to the Contractor, the Province may require the Contractor to obtain approval from it for the employees to be utilized to implement the Agreement. Signing of the document setting forth the contract concerned shall constitute acceptance. For such acceptance, the CVs of the persons concerned must, if desired, be made available. The Province may, by means of one or more preliminary interviews, assess whether the persons designated by the Contractor are suitable for performing the work to be assigned. The Province shall not have to pay any costs in this regard.
- 6.3. If, during the term of the Agreement, it turns out that an employee utilized by the Contractor is not performing satisfactorily or not in accordance with the Province's expectations, the Province may demand that the employee concerned be replaced. If the Contractor is unable to offer, within a reasonable period, employees who are acceptable to the Province and the Province therefore justifiably fears that what has been agreed on will not be fulfilled by the Contractor within the stated period, the Province may terminate the contract, without any right to compensation arising for the Contractor.
- 6.4. The Contractor shall require its employees to comply with the obligations which the Contractor has under this Agreement. The Contractor hereby warrants that the employees responsible for the Services shall be selected with great care and that their combined expertise, experience and familiarity with the Province's organization shall be optimal.
- 6.5. If and insofar as the persons utilized by the Contractor perform their work at the Province's offices, they shall be subject to the internal rules adopted by the Province for that office/building.
- 6.6. The Province shall be entitled to inspect and test any materials or equipment to be used by the Contractor to perform the Agreement and to establish the identity of the personnel engaged by the Contractor to perform the Agreement.

Article 7. Continuity of the personnel utilized

- 7.1. If an employee utilized by the Contractor becomes ill and it can be assumed that this illness will last longer than ten (10) business days, or if an employee utilized is absent because of other circumstances caused by a circumstance not desired by the Province, this employee shall, at the Province's request, be replaced immediately. In such situations,



replacement of the employee shall occur entirely at the Contractor's expense and risk, with, for instance, the Contractor having to pay for the costs of recruitment and new induction training. In all instances, the Province must approve the replacement.

- 7.2. The employees utilized by the Contractor may only be replaced or withdrawn early in consultation with the Province. Any ensuing costs, including for recruitment or new induction training, shall be paid by the Contractor.

Article 8. Training

The Contractor hereby undertakes to train the Province's employees at the Province's request. Agreements regarding, for example, the substance and didactics of the course, the quality of the teachers and the course materials, the course location, and the requirements to be stated in this respect, as well as auxiliary materials (computers/peripheral equipment) to be used, shall be recorded in writing.

Article 9. Transfer of rights and obligations

- 9.1. The Contractor may only transfer rights and/or obligations under the Agreement to a third party with the Province's prior written permission.
- 9.2. The Contractor may only use the services of third parties, either as subcontractors or as temporarily hired personnel, to perform its obligations under the Agreement with the Province's prior written permission. The Province shall not deny this permission without reasonable grounds. 'Third parties' shall not include subsidiaries in which the Contractor has more than a 70% participating interest.
- 9.3. The Province may attach conditions to the permission referred to in Article 9.2. Any costs, including extra costs, related to a transfer shall be paid by the Contractor.
- 9.4. The permission granted by the Province shall not affect the Contractor's responsibility and liability for fulfilling the obligations it has pursuant to the Agreement and the obligations it has as an employer pursuant to the tax and social security laws. The Contractor shall indemnify the Province against any liability or damage suffered in this respect.
- 9.5. The Province may at any time transfer the rights and obligations under this Agreement to a third party affiliated with it in a group.

Article 10. Price and price adjustments

- 10.1. The prices shall be exclusive of VAT and shall include any costs in connection with fulfilment of the Contractor's obligations, including in any event the price of the Services to be provided, travel and accommodation expenses, office and secretarial costs, and the costs of necessary equipment and materials.
- 10.2. The prices shall be fixed, unless the Agreement indicates the circumstances which may result in a price adjustment, as well as the manner in which the adjustment shall occur.
- 10.3. Unless otherwise agreed in writing, the price shall always be stated in euros.



Article 11. Invoicing and payment

- 11.1. The Province shall pay the invoice, inclusive of VAT, within thirty (30) days after receiving the invoice. The Province's records shall be conclusive in this regard, unless the Contractor can prove otherwise. Invoices shall not become due and payable until the Services and Performance have been rendered.
- 11.2. Unless a payment schedule has been agreed on in the Agreement, the Contractor shall send the invoice after the Services have been provided and approved.
- 11.3. The Province may suspend payment if the Services and/or Performance have not been/shall not be carried out as agreed.
- 11.4. If, in the Province's judgment, it is appropriate for the Province to make payments to the Contractor before the Contractor has fully carried out the Services and/or Performance, the Contractor shall furnish proper security to the Province beforehand.
- 11.5. The Province may reduce the amount of the invoice by amounts which the Contractor, or a company which is part of the same group as it, owes the Province.
- 11.6. Payment by the Province shall not in any way constitute a waiver of rights or claims.
- 11.7. If the Province exceeds any payment period or the Province does not pay any invoice based on the presumed substantive incorrectness of this invoice or on the defectiveness of the Performance invoiced, this shall not entitle the Contractor to suspend or terminate its Performance. If the Province wrongly does not pay or pays late, the Contractor shall, after a proper notice of default, be entitled to default interest equal to the current statutory interest. Compound interest may not be claimed.
- 11.8. **Two copies** of the invoices must be sent to:
Province of Groningen
P.O. Box 610
9700 AP Groningen,
indicating the reference number of the contract letter and the contact person mentioned in this letter.

Article 12. Time of the Services

- 12.1. The Contractor shall provide the Services on the agreed date or within the periods indicated in the Agreement. If a period has been agreed on, this shall commence on the date that the Contractor accepted the contract.
- 12.2. If, while the contract is being performed, it becomes apparent that circumstances will impede or threaten to impede proper performance, or one of the Parties has serious doubts about the qualitative result which can reasonably be expected, this party must immediately inform the other party of this in writing.
- 12.3. If the provisions in Article 12.2 are applicable, the Province and the Contractor shall consult with each other as soon as possible.
- 12.4. The Contractor must provide immediate written notice to the Province if delivery periods threaten to be exceeded. This shall not affect any consequences arising under the Agreement or statutory provisions because these periods have been exceeded.



- 12.5. If the Contractor wishes in any way to fulfil its obligations in an accelerated manner, written permission must be obtained from the Province. If the obligations are fulfilled in accelerated fashion, payment shall nevertheless be made as if the original periods had been adhered to.
- 12.6. The Province may postpone delivery of the Services for a reasonable period.

Article 13. Breaches of obligations

- 13.1. If one of the Parties does not, does not in good time or does not properly fulfil obligations under the Agreement or, on the other hand, breaches one or more of its obligations, the other party shall furnish it with a notice of default, unless fulfilment of the obligation concerned is already permanently impossible, or a deadline has been agreed on, in which case the breaching party shall immediately be in default. The notice of default shall be provided in writing, with the breaching party being given a reasonable period to still fulfil its obligations. This period shall represent a strict deadline.
- 13.2. The Province may claim statutory interest for the period in which the Contractor is in default.
- 13.3. The statutory interest on amounts which the Province has paid in advance, to be calculated over the default period, shall be set off against invoices still to be paid. If full payment has already been made, the Contractor shall immediately reimburse the Province for this interest.

Article 14. Non-imputable breaches (Force majeure)

- 14.1. In the event of a situation of force majeure, execution of the Agreement shall be suspended in whole or in part for the duration of the force majeure period, without the Parties being obliged to pay each other any compensation in this respect. The Parties may only invoke force majeure against each other if the party in question provides written notice of such invocation of force majeure to the other party as soon as possible, but in any event no later than the time it should have rendered Performance, while also furnishing supporting documents.
- 14.2. If a party is permanently unable to perform its obligations because of a force majeure situation, or if the force majeure period has lasted longer than thirty (30) days or will last at least thirty (30) days, the other party may rescind the Agreement immediately by registered letter, without court intervention and without any right to compensation arising.
- 14.3. Force majeure on the Contractor's part shall not in any event include personnel shortages, strikes, breaches of contract by third parties engaged by the Contractor, breakdowns in auxiliary materials, or liquidity or solvency problems for the Contractor.

Article 15. Warranties

- 15.1. The Contractor hereby warrants that:
- a. the Performance to be rendered by or on behalf of it shall satisfy the conditions and specifications set forth in the Agreement and that this shall be carried out at the agreed time
 - b. the Performance to be rendered by or on behalf of it shall be carried out in a competent manner without interruption



- c. if the Performance to be rendered also includes the delivery of items, these items shall be of good quality and design, produced from proper materials, and free of construction, manufacturing and design defects and defects in materials
 - d. for the duration of an Agreement, its personnel and the third parties engaged by it shall meet and continue to meet the agreed qualifications concerning training, expertise and experience
 - e. the Performance may be used for the purpose that the Province has indicated to the Contractor
 - f. at the time of delivery, the Performance shall be in compliance with applicable mandatory legal provisions
 - g. the Province shall obtain any permits necessary for the Performance to be used, unless issuance of these permits depends on the Province's actions.
- 15.2. Article 13.1 shall apply by analogy to non-conformance or incomplete conformance of the Services provided.
- 15.3. If the Province notifies the Contractor that it has discovered defects, the Contractor shall, immediately after such notice, arrange for repair of the defects at no cost, in order to fulfil its warranty obligations.
- 15.4. If items are damaged and/or lost, the Contractor must, at the Province's request, replace the items with items of at least the same quality. The Province's request must be treated with the highest priority.

Article 16. Liability

- 16.1. A party breaching its obligations shall be liable to the other party for compensation of the damage, both direct and indirect, suffered or to be suffered by the other party, without prejudice to its other rights, including the right to rescind the Agreement.
- 16.2. The Contractor shall be liable for the loss of and damage to the Province's and its personnel's equipment and property, insofar as the loss or damage results from negligence and/or wrongful acts by the Contractor or persons utilized by the Contractor.
- 16.3. The Contractor shall indemnify the Province against any financial consequences from claims by third parties (including provincial employees, servants or agents of the Province, or others for which the Province could be liable, to be regarded as third parties in this connection, too) bearing any connection to the fulfilment of its obligations ensuing from the Agreement. The Contractor shall immediately inform the Province in writing of such claims. This indemnification shall likewise pertain to any costs which the Province must incur to defend itself against such claims.
- 16.4. The Contractor has taken out adequate insurance and shall maintain the following insurance during the term of the Agreement:
- a. third-party liability insurance and
 - b. professional liability insurance.
- 16.5. At the Province's request, the Contractor must allow it to inspect the relevant insurance policies and furnish proof of payment of the premiums.
- 16.6. The Contractor hereby assigns to the Province any claims regarding insurance benefits based on the aforementioned insurance.
- 16.7. The benefits from the aforementioned shall be paid to the Province.



Article 17. Ownership and risk

- 17.1. The ownership of and risk for the Performance shall pass from the Contractor to the Province in the event of:
- Services: at the time the Services performed are approved by means of a document signed by the Province
 - items, such as samples, trial shipments and sample materials: at the time the Province takes receipt of them
 - rights: at the time a deed is signed by both the Contractor and the Province.
- 17.2. The Contractor may use any information, materials or documents furnished by the Province, but only in connection with the Agreement.
- 17.3. If the Province provides the Contractor the information, materials or documents referred to in Article 17.2 in order for the Contractor to fulfil its obligations, these shall remain the Province's property, even if they are adapted or processed by the Contractor. The Contractor shall keep these items separate from objects belonging to itself or third parties and shall mark them as the Province's property.
- 17.4. If the Contractor has obtained the information, materials or documents referred to in Article 17.2 from the Province and/or adapted or processed these, the Contractor shall, at the Province's request, return them within a reasonable period.
- 17.5. The Contractor shall be liable for damage to or loss of the information, materials and documents referred to in Article 17.2, and, where appropriate, the Contractor shall indemnify the Province against claims by third parties.
- 17.6. In the event the Performance is returned or not accepted by the Province, the ownership of and risk for it shall pass back to the Contractor, as from the time the Performance leaves the site of delivery. The Contractor shall pay the costs of return.

Article 18. Penalty

- 18.1. If Performance in conformance with the Agreement is not rendered at the agreed location within the agreed period, the Contractor shall, without a demand notice or other prior declaration, owe the Province an immediately due and payable penalty of 0.1% of the price of the Services concerned, plus turnover tax, for each day that the breach continues, up to a maximum of 10%. If delivery has become permanently impossible, the full penalty shall be owed immediately.
- 18.2. The Province shall be entitled to the penalty, without prejudice to any other rights or claims, including:
- its claim for specific performance of the obligation to deliver Performance which is in conformance with the Agreement
 - its right to compensation.
- 18.3. The penalty shall be set off against the amounts owed by the Province, regardless of whether the claims for payment of these have been transferred to a third party.
- 18.4. If the Contractor does not fulfil its obligations towards the Province referred to in Articles 17 and 22, the Contractor shall owe an immediately due and payable penalty of EUR 500 per incident.



Article 19. Intellectual and industrial property rights

- 19.1. The Contractor hereby warrants that the Services provided by it shall not infringe any patent rights, trademark rights, design rights, copyrights or other rights of third parties.
- 19.2. The Contractor shall indemnify the Province against the financial consequences of any third-party claims on account of any alleged or actual infringement of the rights referred to in Article 19.1 and shall compensate the Province for any damage resulting from any infringement.
- 19.3. Insofar as the Services provided or the ensuing products are subject to an intellectual property right or other right, the Contractor shall ensure that the Province acquires the right of use, without any additional costs being incurred for the Province, except for the agreed cost price. This right of use shall also include the exclusive right to adapt, reproduce and publish the results of the Services and/or the final report.
- 19.4. Any intellectual or industrial property rights or other ownership rights which could be exercised by the Contractor itself concerning products specifically developed for the Province must in principle be transferred to the Province, without any additional costs being incurred for the Province, except for the agreed price for the Services. Insofar as, for purposes of acquiring these rights, formal requirements are set for the transfer, the Contractor must, at the Province's request, cooperate in this transfer.
- 19.5. If and insofar as the design for the Performance to be delivered has been furnished by the Province, the Province shall indemnify the Contractor against any claims by third parties on account of infringement of their intellectual or industrial property rights, provided the challenged actions fall within the limits of the use for which the Performance was delivered.

Article 20. Progress reports

The Contractor must, in accordance with the agreements to be made in this regard, periodically report to the Province on the progress of the Performance to be delivered by it.

Article 21. Taxes and social security contributions

- 21.1. The Contractor shall be responsible for fulfilling its obligations under the tax and social security laws. If the Province requests this, the Contractor must sufficiently demonstrate that it has arranged for the payment of the turnover and payroll taxes owed, as well as the social security contributions.
- 21.2. The Province may, without being obliged to pay any compensation to the Contractor, terminate the Agreement immediately without court intervention if the Contractor and/or third parties engaged by it bear blame for the failure to pay turnover taxes, payroll taxes and social security contributions in good time, without prejudice to any further rights of the Province, including the right to compensation.
- 21.3. Notwithstanding the provisions set out above, the Province shall be entitled at all times to withhold the amounts in social security contributions and payroll taxes, including national insurance contributions, from the contract price and to pay these amounts on the Contractor's behalf directly to the relevant industrial insurance board or the Tax and Customs Administration.
- 21.4. In the situations referred to in Article 21.3, the payments shall discharge the Province from liability against the Contractor, insofar as these amounts are concerned.



Article 22. Confidentiality and prohibition on disclosure

- 22.1. The Contractor must treat as confidential, and maintain the secrecy of, any information or data obtained directly or indirectly. The Contractor shall not disclose this information or data and/or furnish it to third parties without the Province's prior written permission. This obligation shall not only apply during the term of the Agreement, but afterwards as well, without any limitation.
- 22.2. If the provisions in Article 22.1 are breached, the Contractor shall forfeit an immediately due and payable penalty of EUR 5,000 to the Province per breach, without any notice of default being required and without prejudice to the Province's rights to specific performance and/or compensation.

Article 23. Amendment of the Terms and Conditions

- 23.1. The Province may amend these Terms and Conditions. These amendments shall take effect on the announced effective date.
- 23.2. The Province shall immediately send the amended Terms and Conditions to the counterparty.
- 23.3. If no effective date has been announced, the amendments shall take effect with respect to the counterparty once it has been notified of the amendments, unless the counterparty has informed the Province in writing within fourteen (14) days of the effective date or notice referred to in this Article that it will not accept the amendments.
- 23.4. If such notice has been given by the counterparty, the current Terms and Conditions shall remain applicable to Agreements already concluded; these General Terms and Conditions shall no longer be deemed applicable to new Agreements to be entered into. The Province may declare that its amended General Terms and Conditions shall apply to new Agreements.

Article 24. Order, safety and the environment

- 24.1. The Contractor and its employees, as well as third parties engaged by it, must comply with any statutory safety, health and environmental provisions.
- 24.2. Any operating instructions and safety, health or environmental regulations on the Province's part must also be followed.

Article 25. Rescission

- 25.1. The Province may unilaterally rescind the Agreement in whole or in part, without a notice of default, without court intervention and without prejudice to any other rights, in the following cases:
- the Contractor's liquidation, or a petition for this
 - a suspension of payments, or a petition for this
 - cessation of the business operations
 - revocation of any permits
 - attachment of business property (or a portion thereof) or items intended for the execution of the Agreement
 - winding-up, acquisition or a similar situation for the Contractor's business
 - the permanent inability to fulfil the obligations under the Agreement.



- 25.2. Based on the BIBOB Act, the Province hereby reserves the right to seek rescission of the Agreement if, after the contract is awarded, it becomes aware of facts or circumstances related to the counterparty's business or person which, if these had been known before the contract was granted, would have provided reason not to award the contract.
- 25.3. Without prejudice to any other rights, the Province may rescind the Agreement in whole or in part if the Contractor, or one of its subordinates or representatives, has offered or provided, or will offer or provide, any benefit to a person who is part of the Province, or to one of its subordinates or representatives.
- 25.4. The Agreement shall be rescinded through a registered letter or writ to the Contractor.
- 25.5. If the Province rescinds the Agreement, the risk regarding the Performance shall pass from the Province to the Contractor from the date on which the Agreement is rescinded by the Province.
- 25.6. Termination or rescission of this Agreement shall not discharge the Parties from their current obligations under the Agreement, including in any event: confidentiality, liability, intellectual property and transfer obligations.
- 25.7. If the Agreement is rescinded by the Province pursuant to the provisions in Articles 14.2 and 25.1, the Province may continue using the results of the Services and work performed by the Contractor. If the Province deems this desirable, it may also seek surrender of the products, of whatever nature, developed by the Contractor in connection with the Agreement, and demand any other data necessary to use and/or complete the Services to be carried out by the Contractor. If, this appears possible after consultation with the Contractor, the Province may demand from the Contractor that it complete its work in such a manner that it will be possible for another party to continue the work.

Article 26. Cooperation

The Parties shall keep each other informed of organizational and personal developments and/or changes within their organizations which are relevant to performance of the Agreement.

Article 27. Disputes

- 27.1. Disputes between the Parties, including those only regarded as such by one of the Parties, shall be resolved as much as possible in consultation.
- 27.2. If the Parties cannot resolve the dispute, the dispute shall be settled by the competent court.

Article 28. Applicable law

Dutch law shall solely apply to the Agreement which includes these General Terms and Conditions, as well as the preceding pre-contractual phase.

Article 29. Legal costs

If judgment is rendered against the Contractor completely or for the most part in a final and binding judicial decision regarding the execution of the Agreement to which these Terms and Conditions apply, the Contractor shall owe the Province the legal and other costs actually incurred by the Province in all instances, except insofar as the Contractor proves that these costs are unreasonably high.