

TecLine BV – general terms and conditions

Version 10/2018

Article 1 Scope of application

1. These General Terms and Conditions apply to all offers, orders, and other agreements made by the temporary employment agency to the extent that they relate to the secondment of agency employees to clients.
2. Any purchase or other terms and conditions operated by the client shall not apply.
3. Any derogations from these General Terms and Conditions shall apply only if this is agreed in writing.

Article 2 Definitions

In these General Terms and Conditions, the following definitions shall apply:

1. **Temporary Employment Agency:** the private company with limited liability, TecLine BV (Chamber of Commerce number 02333810).
2. **Temporary Employee:** any natural person who has entered into a temporary employment contract as meant in Article 7:690 of the Civil Code with the Temporary Employment Agency for the purpose of performing work for a third party under the management and supervision of said third party.
3. **Payroll Employee:** a Temporary Employee as meant in paragraph 2 of this article, but whose recruitment and selection is organised by the client. The provisions relating to the Temporary Employees apply also to Payroll Employees, unless an exception is expressly made in these General Terms and Conditions. References to 'Temporary Employee' in these General Terms and Conditions shall also mean 'Payroll Employee' unless specifically stated otherwise.
4. **Client:** any natural or legal person who has a Temporary Employee perform work under their management and supervision in the context of an order as meant in paragraph 5 of this article.
5. **Order:** the agreement between a Client and the Temporary Employment Agency, according to which a single Temporary Employee, as meant in paragraph 2 of this article (or a Payroll Employee, as the case may be), is seconded by the Temporary Employment Agency to the Client in order to perform work under his management and supervision, against payment of the client rate.
6. **Secondment:** the employment of a Temporary Employee in the context of an order.
7. **Agency Clause:** the written provision in the employment agreement between the Temporary Employment Agency and the Temporary Employee and/or in the Collective Labour Agreement by which the employment agreement shall end by force of law if the Secondment of the Temporary Employee to the Client by the Temporary Employment Agency is terminated at the request of the Client (Article 7:691 paragraph 2 of the Civil Code).
8. **N.B.B.U. CAO:** The Collective Labour Agreement for Temporary Employees of the NBBU.
9. **Client Rate:** The amount payable by the Client to the Temporary Employment Agency, excluding supplements, reimbursement of expenses, and VAT. The rate is calculated per hour, unless otherwise stated.
10. **Employee Salary:** the legal salary of an employee of the Client, who works in a function that is the same as or equivalent to that of the Temporary Employee. The Employee Salary consists of the following elements:
 - a. The applicable period salary in the scale;
 - b. The applicable reduction in working hours to be compensated in pay;
 - c. Allowances for overtime, deferred hours, unsocial hours allowance (including bank holidays) and shift allowances;
 - d. Initial pay increases, the level and timing of which are determined by the Client;
 - e. Periodic payments, the level and timing of which are determined by the Client;
 - f. Net cost reimbursements (to the extent that the Temporary Employment Agency is able to pay these free of income tax and social security premiums) and gross reimbursements.

Article 3 The Order and the Secondment

Order

1. The Order is entered into for a fixed or an indeterminate period of time.
2. An Order for a fixed period of time is an Order that is entered into:
 - either for a fixed period;
 - or for a determinable period;
 - or for a determinable period that does not exceed a fixed period.

An Order for a fixed period shall end by force of law as a result of the lapsing of the agreed period of time or because a previously set objectively determinable occurrence has taken place.

3. The termination of an Order of an indeterminate period of time must be made in writing, with observance of a period of notice of five working days in the case of a deployment of less than six months, and ten working days in the case of a deployment of more than six months, unless otherwise agreed in writing.

4. Premature termination of an Order of a fixed period of time is not possible, unless otherwise agreed in writing.
5. Each Order shall terminate with immediate effect whenever either of the parties invokes a dissolution of the Order because:
 - the other party is in default;
 - the other party has been wound up;
 - the other party has been declared bankrupt or has applied for suspension of payments.

If the Temporary Employment Agency invokes a dissolution because of any of these reasons, the Client's acts on which the dissolution is based will be deemed to comprise the Client's request to terminate the Secondment. This shall not lead to any liability against the Temporary Employment Agency in respect of any harm sustained by the Client as a result. Following any such dissolution, any outstanding claims by the Temporary Employment Agency shall be immediately payable.

6. The end of the Order means the end of the Secondment. Termination of the Order by the Client shall entail a request by the Client to the Temporary Employment Agency to terminate any current Secondments on the date on which the Order legally terminates or on the date on which the Order is legally dissolved, as the case may be.
7. If there is an Agency Clause between the Temporary Employee and the Temporary Employment Agency, the Secondment of the Temporary Employee shall terminate at the request of the Client as soon as the Temporary Employee reports that he is unable to carry out his work as a result of being unfit to do so. To the extent necessary, the Client shall be deemed to have made this request. If asked to do so, the Client shall confirm the request in writing to the Temporary Employment Agency.
8. The Secondment shall terminate by force of law if and as soon as the Temporary Employment Agency is no longer able to make the Temporary Employee available due to the termination of the contract of employment between the Temporary Employment Agency and the Temporary Employee if that contract is not extended with respect to the same Client. The Temporary Employment Agency shall not be deemed to have failed imputably in such cases and shall not be liable for any harm sustained by the Client as a result.

Article 4 Replacements and availability

1. The Temporary Employment Agency is entitled to offer a replacement Temporary Employee during the period of the Order. The Client may refuse any such proposal on reasonable grounds.
2. The Temporary Employment Agency is entitled at all times to propose to the Client that a Temporary Employee who has been made available be replaced while the Order is being continued, with a view to the company policy or personnel policy of the Temporary Employment Agency, safeguarding employment, or compliance with prevailing legislation, in particular the guideline on dismissal in the temporary employment sector. The Client shall refuse any such proposal only on reasonable grounds. The Client shall set out his reasons for refusal in writing if requested to do so.
3. The Temporary Employment Agency shall not be deemed to have failed imputably in respect of the Client and shall not be bound to recompense any harm or costs sustained by the Client if the Temporary Employment Agency is unable, or no longer able, to make available to the Client a Temporary Employee, or replacement employee, in the same way and to the same extent as agreed at the time of the Order or as subsequently agreed, for whatever reason.

Article 5 Entering into an employment relationship with a Temporary Employee

1. The Client is not entitled to enter into an employment relationship with a Temporary Employee unless the conditions stated in this article are met.
 2. If a Client intends to enter into an employment relationship with the Temporary Employee, the Client shall give written notice hereof to the Temporary Employment Agency before entering into said relationship.
 3. The Client shall not enter into an employment relationship with a Temporary Employee as long as the temporary employment agreement between the Temporary Employee and the Temporary Employment Agency has not been legally terminated.
 4. If, in accordance with the provisions of paragraphs 1 to 3 of this article, the Client enters into an employment relationship with a Temporary Employee who has been seconded to him on the basis of an Order for an indefinite period before the Temporary Employee has worked 2000 hours in the context of said Order, the Client shall owe the Temporary Employment Agency a sum to the value of 25% of the most recent Client Rate for 2000 hours minus the hours already worked by the Temporary Employee in the context of said Order.
 5. If the Client enters into an employment relationship with a Temporary Employee who has been seconded to him on the basis of an Order for a fixed period of time, the Client shall owe a sum to the value of 25% of the most recent Client Rate (calculated on the basis of the agreed or usual hours and overtime hours) for the remaining period of the Order or, in the case of an Order that may be terminated prematurely, for the unobserved period of notice, subject to the proviso that the Client shall in any case owe at least the amount stated in paragraph 4.
 6. If the Client enters into an employment relationship with a Temporary Employee in accordance with the provisions of paragraphs 1 to 5, the Order between the Client and the Temporary Employment Agency shall terminate on the day on which said relationship takes effect.
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7. If the Client enters into an employment relationship with the Temporary Employee, directly or via a third party, within three months of his Secondment (regardless of whether this was based on an Order for a fixed or one for an indeterminate period of time) to the Client having ended, the Client shall owe the amount stated in paragraph 4. This shall apply both in the case of the Client approaching the Temporary Employee – either directly or via third parties – and if the Temporary Employee – either directly or via third parties – has applied to the Client for a position.
8. If a (potential) Client initially comes into contact with a Temporary Employee, or potential Temporary Employee, as a result of the involvement of the Temporary Employment Agency – for example because he has been introduced to the Client by the agency – and the (potential) Client enters into an employment relationship with said employee within three months after said contact without the realisation of a Secondment of said employee, said potential Client shall owe 25% of the Client Rate that would have applied to the Temporary Employee in question if the Secondment had been realised, to be calculated for 2000 hours.
9. For the application of this article, the entering into an employment relationship with a Temporary Employee shall be defined as follows:
 - the entering into an employment contract, a contract for works, and/or a commission contract by the Client with the Temporary Employee for the same or different work;
 - the appointment of the Temporary Employee as an official for the same or different work;
 - making the Temporary Employee in question available to the Client by a third party for the same or different work (such as another temporary employment agency or payroll company);
 - entering into an employment relationship by the Temporary Employee with a third party for the same or different work, where the Client and said third party are linked in a group or where one is the subsidiary of the other.

Article 6 Operational procedure

1. Before the start of the Order, the Client shall provide the Temporary Employment Agency with an accurate description of the function, the function requirements, working hours, the duration of the work, the work duties, the place of work, the working conditions, and the intended duration of the Order.
2. The Temporary Employment Agency will, on the basis of the information provided to it by the Client and its knowledge of the capacities, knowledge, and skills of eligible Temporary Employees, decide which Temporary Employees it will propose to make available to the Client for the execution of the Order. The Client is entitled to reject any proposed Temporary Employee, as a result of which the Secondment of said employee will not take place.
3. The Temporary Employment Agency shall not be deemed to have failed in respect of the Client and shall not be bound to reimburse any harm if the contacts between the Client and the Temporary Employment Agency in advance of a possible Order – including a concrete request by the Client to make a Temporary Employee available – do not lead, or do not lead within the period stated by the Client, to the actual Secondment of a Temporary Employee for whatever reason.
4. The Temporary Employment Agency shall not be liable for any harm resulting from the deployment of employees who prove not to meet the requirements set by the Client, unless the Client submits a written complaint within a reasonable time after the start of the Secondment to the Temporary Employment Agency that proves that the Temporary Employment Agency was guilty of malice or deliberate recklessness during the selection.

Article 7 Duration of work and working hours

1. The number of hours worked by and the working hours of the Temporary Employee at the Client shall be laid down in the Order confirmation, or otherwise agreed. The Temporary Employee's working hours, the duration of work, and rest periods shall be the same as the usual times and hours operated by the Client, unless agreed otherwise in writing. The Client shall guarantee that the Temporary Employee's duration of work, rest periods and working hours are in compliance with legal requirements. The Client shall ensure that the Temporary Employee does not exceed the legally permitted working hours and the agreed duration of work.
 2. The Temporary Employee's holidays and leave will be arranged in accordance with the law and the Collective Labour Agreement.
 3. When agreeing the Order, the Client should inform the Temporary Employment Agency of any company shutdowns and obligatory collective days off during the period of the Order so that the Temporary Employment Agency can arrange for such circumstances, if possible, to form part of the employment agreement with the Temporary Employee. If a proposal for a company shutdown and/or obligatory collective days off is made after the Order has been entered into, the Client must inform the Temporary Employment Agency hereof as soon as any such proposal is announced. If the Client neglects to inform the Temporary Employment Agency in time, the Client shall be bound to pay the Client Rate to the Temporary Employment Agency in full for the duration of the company shutdown for the most recent or usual number of hours and overtime hours for each period in accordance with the Order and conditions.
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Article 8 Salary

1. Before the start of the Order, the Client shall provide a description of the function to be carried out by the Temporary Employee and the associated scale on the Client's salary scheme.
2. The Temporary Employee's salary, including any allowance and cost reimbursements, shall be determined in accordance with the Collective Labour Agreement (including the provisions relating to the Employee Salary; see paragraphs 4 and 6, below) and prevailing legislation, on the basis of the description of the function provided by the Client.
3. If at any time the description of the function and the associated salary scale do not correspond to the function actually being carried out by the Temporary Employee, the Client shall immediately provide the Temporary Employment Agency with an accurate description of the function and associated salary scale. The Temporary Employee's salary shall be determined anew on the basis of the new function description. The function and/or salary scale may be adjusted during the period of the Order if the Temporary Employee makes a reasonable claim for any such adjustment on the basis of legislation, the Collective Labour Agreement or the Employee Salary. If the adjustment leads to a higher salary, the Temporary Employment Agency will correct the Temporary Employee's salary and the Client Rate accordingly. The Client shall owe this corrected rate to the Temporary Employment Agency from the time of the execution of the actual function.
4. The Client shall inform the Temporary Employment Agency of any changes to the Employee Salary and of agreed initial salary increases in good time, and certainly as soon as they are announced.
5. Overtime, shift work, work at special times or on special days (including public holidays) and/or deferred hours shall be paid in accordance with the relevant provisions of the Collective Labour Agreement. Unless agreed otherwise in writing, the following allowances (percentages) shall apply to the Client Rate:
 - For all overtime hours on Monday to Friday: 25%
 - For all hours on Saturdays: 25%
 - For all hours on Sundays and public holidays: 50%
 - For all night hours (from 23.00 to 6.00): 25%
 - For deferred hours: 15%
 - For hours worked on different shifts: as agreed

If multiple percentages apply, only the highest shall be valid.

Article 9 Proper management and supervision

1. The Client shall, in respect of the Temporary Employee, act in the same careful manner as he is bound to in respect of his own employees when executing his management and supervision duties and in relation to the carrying out of the work.
 2. Without written permission, the Client is not permitted to 'lend out' the Temporary Employee to a third party – i.e. to second him to a third party for carrying out work under the management or supervision of said third party. 'Lending out' shall also be defined, inter alia, as secondment by the Client to a legal person with which the Client is associated in a group.
 3. The Client may put the Temporary Employee to work only in derogation of the provisions of the Order and the conditions if the Temporary Employment Agency and the Temporary Employee have given their prior written consent thereto.
 4. The Client shall reimburse the Temporary Employee for any harm sustained by him as a result of damage to or the destruction of any item of property belonging to him that is used in the context of the work he has been assigned to do.
 5. The Temporary Employment Agency shall not be liable to the Client for damage or losses sustained by the Client, third parties, or the Temporary Employee himself that result from actions or negligence on the part of the Temporary Employee.
 6. The Temporary Employment Agency shall not be liable to the Client for obligations that Temporary Employees have entered into or which have arisen with the Client or third parties, with or without the permission of the Client or said third parties.
 7. The Client shall indemnify the Temporary Employment Agency as the employer – direct or indirect – of the Temporary Employee against any liability (including costs, including the actual costs of legal representation) with respect to the damages, losses, and obligations referred to in paragraphs 5 and 6 of this article.
 8. The Client shall, to the extent possible, take out adequate liability insurance in respect of the provisions of this article. The Client shall provide proof of insurance if requested to do so by the Temporary Employment Agency.
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Article 10 Working conditions

The Client acknowledges the fact that he is designated as an employer as defined in the Working Conditions Act.

1. The Client is responsible to the Temporary Employee and the Temporary Employment Agency for compliance with the obligations arising from Article 7:658 of the Civil Code, the Working Conditions Act and related regulations in respect of safety at the workplace and good working conditions in general.
2. The Client is bound to inform the Temporary Employee and the Temporary Employment Agency in writing in good time, and no later than one working day before the start of the work, of the required professional qualifications and the specific features of the workplace. The Client shall actively inform the Temporary Employee regarding the Risk Inventory and Evaluation (RI&E) in operation at his company.
3. If the Temporary Employee has a work-related accident or suffers a work-related illness, the Client shall, if legally required to do so, immediately inform the relevant authorities and ensure that a written report of same is drawn up immediately. The details of the accident shall be described in the report in a way that makes it possible to deduce with a reasonable degree of certainty whether, and to what extent, the accident was the result of insufficient measures having been taken to prevent the accident or illness. The Client shall inform the Temporary Employment Agency as quickly as possible about the work-related accident or the work-related illness and shall provide a copy of the report that has been drawn up.
4. The Client shall reimburse the Temporary Employee for – and indemnify the Temporary Employment Agency against – any damage (including the costs, including the actual costs of legal representation) sustained by the Temporary Employee in the context of the execution of his work, if and to the extent that the Client and/or the Temporary Employment Agency is liable pursuant to Article 7:658 and/or Article 7:611 of the Civil Code.
5. If the work-related accident results in death, the Client shall be bound to reimburse any damage (including costs, including the actual costs of legal representation) in accordance with Article 6:108 of the Civil Code to the persons mentioned in said article.
6. The Client shall take out adequate liability insurance in respect of the provisions of this article. The Client shall provide proof of insurance if requested to do so by the Temporary Employment Agency.

Article 11 Liability of the Client

Any Client who fails to comply with the obligations resulting from these General Terms and Conditions shall be bound to reimburse any consequential damage to the Temporary Employment Agency (including all costs, including those of legal representation) without any prior notice of default being necessary, and he should indemnify the Temporary Employment Agency as necessary. This shall not affect the right of the Temporary Employment Agency to launch other claims, such as the invocation of dissolution. The provisions in this article are of general validity, both – if necessary, supplementarily – with respect to matters where the obligation to reimburse damage is already provided for in these General Terms and Conditions and with respect to matters where this is not the case.

Article 12 Client Rate

1. The Client Rate payable by the Client to the Temporary Employment Agency shall be calculated for the hours to which the Temporary Employment Agency is entitled on the basis of the Order and/or terms and conditions and shall always be calculated at least for the hours actually worked by the Temporary Employee. As well as the Client Rate, the allowances and cost reimbursements (net or gross, as the case may be) payable by the Temporary Employment Agency to the Temporary Employee shall also be invoiced, unless agreed otherwise in writing.
 2. In addition to the case mentioned in paragraph 2, the Temporary Employment Agency is also entitled to adjust the Client Rate during the period of the Order if the costs of the secondment work increase:
 - as a result of a change in the Collective Labour Agreement or the salaries agreed through it or a change to the Collective Labour Agreement operated by the Client and/or terms and conditions of employment or the salaries agreed in relation thereto;
 - as a result of changes to or resulting from legislation, including changes to or resulting from social and fiscal legislation, the Collective Labour Agreement for Temporary Employees, or any other binding regulation;
 - as a result of a periodic or other salary increase and/or obligatory payment (one-off or otherwise), resulting from the Collective Labour Agreement, the Collective Labour Agreement in force at the Client's company, and/or the terms and conditions of employment and/or legislation.
 3. If the Client, contrary to the provisions of paragraph 2 of this article, does not agree to payment of the adjusted Client Rate, the Client shall be deemed to have thereby requested that the Secondment be terminated.
 4. The Temporary Employment Agency shall notify the Client as quickly as possible of any adjustment to the Client Rate and confirm it in writing to the Client. If, due to any cause that is attributable to the Client, the salary and/or the Client Rate is set too low or has been set too low, the Temporary Employment Agency shall be entitled to change the salary and the Client Rate to the correct level with retroactive effect. The Temporary Employment Agency may also charge the Client the amount by which the Client has underpaid as a result, and the costs incurred by the Temporary Employment Agency in consequence.
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Article 13 Invoicing

1. Invoicing shall be in accordance with the time registration method agreed with the Client and also in accordance with the provisions in the Order, or by agreement, or these terms and conditions. Unless agreed otherwise in writing, the time registration shall be done using the declaration forms approved in writing by the Client.
2. The Client and Temporary Employment Agency may agree that the time registration be done using a time registration system, an electronic and/or automated system, or using lists drawn up by or for the Client.
3. The Client shall ensure that the time registration process is carried out correctly and in full and is bound to ensure, directly or indirectly, that the Temporary Employee's details entered into said process are correct and stated truthfully, including the name of the Temporary Employee, the number of hours worked, overtime, irregular hours allowance and shift allowance, other hours for which the Client Rate is payable in accordance with the Order and the terms and conditions, any allowances, and any expenses incurred.
4. If the Client supplies the time registration he shall ensure that the Temporary Employment Agency has the time registration in its possession immediately following the week in which the Temporary Employee worked. The Client is responsible for the method by which the time registration is made available to the Temporary Employment Agency.
5. Before the Client supplies the time registration, he shall give the Temporary Employee the opportunity to check the time registration. If and to the extent that the Temporary Employee disputes the information contained in the time registration, the Temporary Employment Agency is entitled to set the hours and costs in accordance with the statement by the Temporary Employee, unless the Client is able to demonstrate that the information listed by him is correct.
6. If the time registration is done using declaration forms supplied by the Temporary Employee, the Client shall keep a copy of the declaration form. In the event of any differences between the declaration form handed in by the Temporary Employee to the Temporary Employment Agency and the copy retained by the Client, the declaration form handed in by the Temporary Employee to the Temporary Employment Agency shall count as the proven basis for calculation purposes, unless the Client can provide proof to the contrary.

Article 14 Payment and the consequences of failure to pay

1. The Client is bound at all times to pay every invoice submitted by the Temporary Employment Agency within thirty calendar days of the invoice date, unless agreed otherwise in writing. If an invoice is not paid within this period, the Client shall be in immediate default of payment, without notice, and be liable to payment of 1% interest per month, where part of a month shall count as a whole month. The Client is not permitted to suspend or offset payments.
2. Discharge of payment obligations shall only occur through payment to the Temporary Employment Agency or to a third party designated in writing by the Temporary Employment Agency. Payments to Temporary Employees or the making available of advance payments to Temporary Employees are non-binding and may never serve as debt payments or set-offs.
3. The possession by the Temporary Employment Agency of a copy or duplicate of the invoice sent by the Temporary Employment Agency shall count as complete evidence of the indebtedness of the interest and the day on which the interest calculations begin.
4. Any objections regarding an invoice must be submitted in writing to the Temporary Employment Agency within ten calendar days of the invoice date, after which the Client forfeits any right to object. The burden of proof regarding whether an objection is submitted in time lies with the Client. In submitting a complaint, the Client is not entitled to suspend his payment obligations or to set off other payments.
5. All costs relating to the collection of payments shall be borne by the Client. Reimbursement of extrajudicial costs shall be fixed at 15% of the payable principal sum, including interest, with a minimum of €250 per claim. As soon as legal representation has been requested by the Temporary Employment Agency or the third party entitled to the payment, or the claim has been passed to a debt collection agency by the Temporary Employment Agency, this reimbursement shall be charged to and be payable by the Client without any further evidence.

Article 15 Best efforts obligation and liability

1. The Temporary Employment Agency is bound to carry out the Order to the best of its ability. If and to the extent that the Temporary Employment Agency does not comply with this obligation, the Temporary Employment Agency shall, with due regard to the provisions in paragraphs 2 and 3 and elsewhere in the General Terms and Conditions, be bound to reimburse any resulting direct damage to the Client, provided that the Client submits a written complaint to the Temporary Employment Agency as soon as possible after the damage has occurred or has become known, but no later than three months thereafter, that demonstrates that the damage is a direct result of an attributable shortcoming on the part of the Temporary Employment Agency.
 2. Any liability on the Temporary Employment Agency resulting from the Order shall be limited to the Client Rate payable by the Client to the Temporary Employment Agency for the execution of the Order, such Client Rate being for the agreed number of hours worked and the agreed duration of the Order, up to a maximum of three months. The maximum amount payable by the Temporary Employment Agency shall in any case not exceed the amount paid out by its insurers.
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3. The Temporary Employment Agency shall in no case be liable for indirect damage, including consequential damage, lost profits, lost savings, or damage through operational stagnation.

Article 16 Confidentiality

The Temporary Employment Agency and the Client shall not disclose to third parties any confidential information from or about the other party, its activities or relationships that comes to their notice as a result of an Order, unless – and if so, to the extent that – the provision of said information is necessary in order for the Order to be carried out properly or if there is a legal obligation on them to make public said information.

Article 17 Verification and retention obligation on Client

The Client to whom the Temporary Employment Agency seconds a foreign national as defined in the Foreign Nationals Employment Act expressly declares that they are familiar with Article 15 of said Act, which states inter alia that the Client should receive a copy of the foreign national's document referred to in Article 1 of the Compulsory Identification Act at the time the foreign national starts work. The Client is responsible for carefully checking the aforementioned document and establishing the identity of the foreign national using said document, and for placing a copy of the document in his administrative records. The Temporary Employment Agency shall not be responsible or liable for any penalties imposed on the Client in the context of the Foreign Nationals Employment Act.

Article 18 Disputes

Any disputes resulting from or relating to a legal relationship between the parties to whom these General Terms and Conditions apply shall be settled in the first instance solely by the competent court in the district of Amsterdam.

Article 19 Final provisions

If any of the provisions in these General Terms and Conditions are null and void, or are declared null and void, the Order and the remaining General Terms and Conditions shall remain in force. Provisions that are not lawful or which cannot lawfully be applied shall be replaced by provisions whose meaning shall be as close as possible to the provisions being replaced.