

General terms and conditions Flexschilder.nl BV

Part A General

Article 1 Scope of the general terms and conditions

These general terms and conditions of Flexschilder.nl BV (Parts A to C), supplement the ABU General Terms and Conditions and are applicable to all offers, contracts and other agreements of Flexschilder.nl.

1. Any agreements deviating from these general terms and conditions shall only apply insofar as they have been agreed in writing.
2. These general terms and conditions will also apply to future legal relations between parties, unless these terms and conditions have been changed. In that case, the new conditions apply.
3. These general terms and conditions replace the general terms and conditions of Flexschilder.nl dated prior to this date.
4. Any purchase or other conditions of the Client are not applicable.
5. If a situation arises between the Parties that has not been regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
6. If one or more provisions of these general terms and conditions, an Offer or a Contract cannot be applied in law, the other provisions shall remain in force. The provisions that cannot be legally applied will be replaced by provisions that are as close as possible to the purport of the provisions to be replaced, in such a way that the replacement provisions can be legally applied.
7. Provisions of these general terms and conditions which by their nature are intended to survive termination of the Contract shall survive termination of the Contract between the Parties. These provisions include, but are not limited to, provisions on intellectual property, confidentiality, personal data and liability.
8. All disputes arising from or in connection with the legal relationship between the Parties shall be resolved as far as possible by mutual agreement.
9. The legal relations between Parties to which these Conditions apply shall be governed by Dutch law. The competent court in The Hague is exclusively authorised to take cognisance of disputes arising from the Contract.

10. The same abbreviations are used as

included and applied in the ABU General Terms.

11. The terms "Temporary employment agency", the "Contractor", the "Employer", "Flexschilder.nl BV" and "Flexschilder in these general terms and conditions shall mean: the private company with limited liability Flexschilder.nl B.V., registered in Breda under KVK number 54458781.

Article 2 Payment and consequences of non-payment

1. The Client shall at all times be obliged to pay any invoice submitted by Flexschilder.nl within fourteen calendar days after the invoice date.
2. If an invoice is not paid within this period, the Client shall be in default by operation of law from that time, without notice of default being required, and shall be liable to pay interest of 1% per month, whereby a part of a month shall count as a full month. Suspension of payment or set-off is not permitted for the Client.
3. Only payments made to Flexschilder.nl or to a third party designated by Flexschilder.nl in writing shall be discharging. Payments to Temporary Workers or the provision of advances to Temporary Workers shall not be binding and shall never constitute grounds for offsetting of amounts owed.
4. A copy or print-out of the invoice sent by Flexschilder.nl in Flexschilder.nl's possession shall serve as conclusive evidence of the interest that is due and the day on which the interest calculation starts.
5. Complaints in respect of any invoice shall be lodged with Flexschilder.nl in writing within ten calendar days of the invoice date. After this period, the Client's right of complaint lapses. The burden of proof regarding the timely submission of the claim lies with the Client. If a complaint is lodged, the Client may nevertheless not invoke suspension of the payment obligation or set-off.
6. All costs of, or related to, collection, both judicial costs, including the full costs of legal assistance, and extrajudicial costs, shall be borne entirely by the Client. The compensation for

the extrajudicial costs is set at 15% of the amount owed including interest, subject to a minimum of € 250 per contract. This compensation shall be due at all times, as soon as legal assistance is called in by Flexschilder.nl or by the third party entitled to payment, or as soon as Flexschilder.nl has contracted out the debt for collection, and shall be charged and payable by the Client without any further proof.

7. The Temporary employment agency is entitled to transfer the rights and obligations under the Contract to a third party without the Client's written consent.

Part B Provision of Temporary Workers

This section is applicable to all offers, contracts and other agreements of the Temporary employment agency insofar as these concern the provision of Temporary workers to Clients as referred to in section 7:690 of the Civil Code.

The General Terms and Conditions for the Provision of Temporary Workers of the ABU, which can be found on our website, are also applicable.

Article 1 Entering into an employment relationship with a Temporary worker

1. The temporary employment period is 1,560 hours.
2. The (prospective) Client is only entitled to enter into an employment relationship with a Temporary worker if and insofar as the provisions of this article have been satisfied. If the (prospective) Client enters into an employment relationship with the Temporary worker, for the same or a different position, the Client is obliged to pay the Temporary employment agency a fee. This fee is: 25% of the most recently applicable Client fee, exclusive of VAT, multiplied by 1,500 hours minus the hours already worked by the Temporary Worker on the basis of the Contract. VAT is payable on the fee.
3. If the (prospective) Client and the Temporary employment agency have not yet reached agreement on the amount of the Client fee, the (prospective) Client shall immediately be liable to pay the Temporary employment agency, without any further summons or notice of default, an amount of €7,500.00 excluding VAT, without prejudice to the right of the Temporary employment agency to claim full compensation for damages.

4. For the purposes of this Article, the establishment of an employment relationship with a Temporary Worker shall mean:
 - a. the entering into of a contract of employment, a works contract and/or a contract for the provision of services by the Client with the Temporary worker;
 - b. the appointment of the relevant Temporary Worker as an official for the same or other work;
 - c. the provision of the Temporary Worker in question to the Client by a third party (for example, another Temporary employment agency); and the entering into an employment relationship by the Temporary worker with a third party, whereby the Client and that third party are affiliated in a group (as referred to in section 2:24b of the Civil Code) or one is a subsidiary of the other (as referred to in section 2:24a of the Civil Code).
5. For the purposes of this article, "Temporary worker" shall also mean:
 - a. the prospective temporary worker registered with the Temporary employment agency;
 - b. the (prospective) Temporary worker who has been introduced to the Client;
6. Without prejudice to the provisions in paragraph 6 of this article, the Client will also be liable to pay the fee if the Client came into contact with the Temporary Worker through the Temporary employment agency and:
 - a. the Temporary worker, directly or via third parties applies to the Client for a job within six months after the contact has been established, and as a result of this application enters into an employment relationship with the Client concerned;
 - b. the Client approaches the Temporary worker directly or via third parties within six months after the contact was established, as a result of which the Temporary worker enters into an employment relationship.
 - c. the Temporary Worker applies to the Client for a job, either directly or through a third party, within six months of the Placement with the Client has ended, and as a result of that application enters into an employment relationship with the Client in question.
 - d. the Client approaches the Temporary worker directly or via third parties within six months after the Placement with the Client

has ended, and the Client enters into an employment relationship with the relevant Temporary Worker as a result;

7. The Client is exclusively entitled to enter into an employment relationship with a Temporary worker insofar as the following provisions of this article are satisfied.
 - a. the Client notifies the Temporary employment agency in writing of its intention to enter into an employment relationship with the Temporary Worker before carrying out that intention.
 - b. The Client shall not enter into an employment relationship with the Temporary worker as long as the Temporary worker cannot lawfully have the employment contract with the Temporary employment agency ended and has not ended it.
 - c. The Client shall not enter into an employment relationship with the Temporary worker as long as the Client cannot lawfully have the placement contract with the Temporary employment agency ended and has not ended it.
8. If the Client enters into an employment relationship in violation of the provisions of paragraph 6 a to d of this article, the Client is obliged to pay the agreed Client fee for the Temporary worker concerned for the remaining duration of the Contract. In addition, the Client must pay the compensation stipulated in paragraph 1 or, if applicable, paragraph 2 of this article.

Article 2 Special minimum payment obligations

The Client is at least obliged to pay the Temporary employment agency the Client fee for each call, calculated on three hours worked, without prejudice to the Client's other obligations towards the Temporary employment agency, if: the Temporary Worker reports at the agreed time and place for the performance of the temporary work, but is not enabled by the Client to commence the temporary work, or, pursuant to the Contract, the scope of the temporary work is less than fifteen hours per week and the times at which the temporary work must be performed have not been fixed, or if the scope of the temporary work has not been fixed or has not been clearly defined.

If the Flexworker works on the basis of an on-call contract

the Client can withdraw or change the call and/or the schedule free of charge no later than 5 days before the start of the working day for which the call was made. If Flexschilder.nl is obliged to pay the Flexworker for the call or the scheduled hours, then these hours - including any allowances and other emoluments the Flexworker would have received if he had worked, shall be re-charged to the Client at the Client's fee rate.

Part C Recruitment and Selection

This section applies to all offers, supplementary contracts and other agreements relating to a Contract. Part A of these General terms and conditions shall also apply.

Article 1 Definitions

For the purposes of this section, the following definitions are used:

- a. **Fee:** the fee payable by Client to Contractor for the work involved in the Contract.
- b. **Recruitment:** recruitment is understood to include any form of direct or indirect actual employment of the Candidate with the Client.
- c. **Candidate:** a person and/or persons recruited and/or selected on behalf of the Client pursuant to a Contract.
- d. **Contract:** the contract between Client and Contractor on the basis of which Contractor recruits and/or selects and/or introduces in some form one or more Candidates to and/or for the benefit of Client on the basis of a job description provided by the Client.
- e. **Client:** the natural or legal person from whom Contractor accepts a Contract.

Article 2 Quotations

1. All quotations by Contractor are without obligation, unless otherwise indicated.
2. Prices shown are exclusive of VAT and costs related to the Contract, unless otherwise indicated.

Article 3 Conclusion of Contract

1. A Contract is established after Contractor has confirmed the Contract in writing to Client, or when Contractor by factually undertakes action which fully or partially performs a contract.

2. Amendments to the contract are only binding if they have been agreed in writing.

Article 4 Performance of the Contract

1. Contractor and Client will make all reasonable efforts to achieve the goal intended under the Contract.
2. The efforts of Contractor are explicitly limited to introducing Candidates to Client who meet the profile and job description provided by Client. The Client shall choose the most suitable Candidate from among the Candidates nominated. The Client is always ultimately responsible for the contracting of the Candidate and the rights and obligations resulting from this. The Client is responsible for the timely, correct and complete supply of the information required for the Contract, including the job description, which must at least contain a clear description of the function to be fulfilled in the Client's company, the requirements the Candidate must meet and an indication of the employment conditions.
3. The Client is entirely free to determine the type of employment relationship it wishes to enter into with a Candidate. If agreement is reached regarding commencement of employment, Client shall inform Contractor within seven (7) days.
4. Contracts are in principle executed on an exclusive basis, unless otherwise agreed in writing. If another agency works or has worked on the same assignment, the Client is obliged to inform Contractor of this immediately.
5. After taking up employment, the Contractor will not approach the placed Candidate for a position elsewhere for a period of six (6) months, unless the Client gives its permission.
6. Contractor is authorised to engage third parties for the performance of the Contract.
7. Deadlines stated for performance of (parts of) the Contract by the Contractor are always target dates.
8. Client is not authorised to suspend and/or to offset payment.
9. In order to prevent inadmissible discrimination, Article 19 of the ABU General terms and conditions applies in full.

Article 5 Fee

1. The Fee and its method of payment are stated in the order confirmation.
2. If the Fee and the method of payment are not stated in the order confirmation, a minimum Fee of € 7,500 shall apply, payable after termination of the Contract.
3. The fee is exclusive of VAT and costs, including travel and accommodation, postage and administration costs, payments to the Candidate, advertising costs and costs of (psychological) tests, unless otherwise agreed in writing.
4. If the Fee is calculated based on a percentage of the Candidate's/Vacancy's salary, this will always include the holiday allowance, unless otherwise agreed in writing. The Client is obliged to provide access to the terms of temporary employment agreed with the Candidate.
5. The Fee is not dependent on the manner in which the Contract is completed, unless the Contract stipulates that the Fee is dependent on entry into service (no cure no pay).
6. Unless otherwise agreed in writing, the Client is at all times obliged to pay the invoices of Contractor within fourteen (14) days after the invoice date. If this period is exceeded, Client is legally in default.
7. If Contractor takes extrajudicial or judicial debt recovery measures against the Client, the actual judicial or extrajudicial costs will be immediately and fully borne by the Client.
8. Contractor is entitled to adjust the Fee during the term of the Contract reasonably if the costs of the work increase due to external factors, including changes in or as a result of legislation and regulations, including social and fiscal legislation and regulations, and the applicable collective labour agreement.

Article 6 Specific obligations of the Client

1. During the Contract, the Client shall not directly or indirectly contact the Candidate, except at the meetings that may be planned between the Client and the Candidate by the Contractor or with the written consent of Contractor.
2. Without the written consent of the Contractor, Client is not at liberty to

supply data of the Candidates to third parties or to introduce Candidates to third parties.

3. If the Contract for whatever reason does not lead to entry into service and ends, the Client is prohibited from directly or indirectly (including in each case through related companies of the Client) still pursuing entry into service and/or entering into another contractual relationship directly or indirectly with the Candidate and/or through a third party within twelve (12) months thereafter and/or causing the Candidate to perform work for a third party. In the event of an infringement, Client shall be liable to pay the Fee.
4. If the Candidate is appointed by the Client to a position other than the position for which the Contract was issued, the Client shall be liable to pay the Fee. If the Fee would have been higher due to the modalities of the position eventually filled, Client is obliged to reimburse the Contractor for that difference as well.

Article 7 Liability

1. Article 15 of the ABU General Terms and Conditions applies in full.
2. Contractor does not accept any liability for damage, of whatever nature, suffered by the Client, employees of the Client or third parties as a result of a wrongful act, breach of contract or failure to function (properly) on the part of the Candidate proposed by the Contractor and/or accepted by the Client.

Article 8 Duration and termination

1. The term of the contract is stated in the order confirmation.
2. In the absence of a term, the Contract shall end by operation of law after the expiry of four (4) weeks.

3. The Contract shall furthermore end upon the Candidate's commencement of employment.
4. Client may terminate the Contract in writing, in which case Client shall be obliged to pay the Fee, unless otherwise agreed in writing.
5. Contractor may suspend or cancel the Contract if:
 - a. Client fails to comply with the obligations set out in the Contract and these conditions;
 - b. Client cannot be contacted and/or refuses to provide the necessary cooperation for completion of the Contract;
 - c. Client refuses a suitable Candidate three times;
 - d. The bankruptcy of the Client is applied for and/or he is declared bankrupt;
 - e. Client applies for suspension of payments.

Article 9 Functioning of the Candidate after acceptance

If, within three (3) months after commencement of employment, the contract of employment is terminated on the basis of a compelling reason within the meaning of Section 6:677 of the Civil Code, Contractor shall be responsible for proposing a new Candidate, provided that:

- a. Contractor is given written notice of this within seven (7) days after termination of the contract;
- b. the contract has not been terminated due to changes or non-performance of the contract by the Client;
- c. the contract has not been terminated due to modifications within the corporate structure of Client.