

## General terms and conditions

### Chapter 1 Secondment project

#### Article 1

##### **Non binding offers**

All offers from FLEXHERO B.V. are non-binding, unless the contrary is explicitly stated in an individually addressed written offer.

#### Article 2

##### **Definitions**

In these terms and conditions, the following terms shall have the following meanings:

1. Client: any natural or legal person who engages the services of a project employee through FLEXHERO B.V.
2. Order confirmation: the agreement between FLEXHERO B.V. and the client on the basis of which a single project employee is made available by FLEXHERO B.V. to the client to perform work under the client's supervision and management.
3. Candidate: any natural person who wishes to be made available by FLEXHERO B.V. to a client of FLEXHERO B.V.
4. Project employee: an employee who, by virtue of an employment contract with or through the intermediary of FLEXHERO B.V., is made available by FLEXHERO B.V. to a client of FLEXHERO B.V..

#### Article 3

##### **Confirmation**

FLEXHERO B.V. will confirm every assignment, stating the nature of the services. In the absence of such confirmation, the nature of the services will be derived from the correspondence between the parties.



## Article 4

### **Working conditions**

1. The client is considered to be the employer of the project staff within the meaning of the Working Conditions Act and as such is obliged to ensure that the project staff carry out their work in accordance with the requirements set out in or pursuant to that Act.
2. In addition, the client is obliged towards FLEXHERO B.V. to make such arrangements and give such instructions that the project employee is protected against danger to life, honour and property to the extent that can reasonably be demanded in connection with the nature of the work.
3. If the client has not fulfilled or has insufficiently fulfilled his obligations under the first two paragraphs of this article and the project employee, FLEXHERO B.V. or the project employee's next of kin consequently suffer damages within the meaning of Article 7A:1638 of the Dutch Civil Code or otherwise, the client shall be liable towards FLEXHERO B.V. for compensation of the damage to the project employee or his surviving relatives, unless the client provides proof that the damage is largely the result of intent or wilful recklessness on the part of the project employee. The client shall at all times indemnify FLEXHERO B.V. against claims from project employees under Article 7A:1638 of the Dutch Civil Code and authorises FLEXHERO B.V. to assign its claims in this respect against the client to the directly interested party/parties.

### **Explanation of article 4**

The client can be held legally liable for injury to a project employee during the work for the client to 'body, honour and property' incurred during the work for the client. Since the client has sole influence on these working conditions, FLEXHERO B.V. reserves the right to recover any claims in this regard made against FLEXHERO B.V. from the client and, if necessary, to call in the client's indemnity.



## Article 5

### **Progress reports**

1. FLEXHERO B.V. invoices are issued based on the progress reports, also known as work sheets, signed for approval by the client, which are binding for the client. The client is obliged to ensure that the progress reports state the correct number of hours worked (overtime).
2. In the event of a difference between the progress report submitted by the project employee to FLEXHERO B.V. and the copy retained by the client, the progress report submitted will serve as full proof for the settlement, which will be included in the invoice, unless the client can prove otherwise that the copy it has retained is correct.
3. If the client refuses to sign the project employee's progress report as approved and/or does not provide FLEXHERO BV with a progress report within 14 days of the work in question, which the client believes to be correctly completed, FLEXHERO B.V. have the right to determine the number of hours worked by the labourer in accordance with the project employee's statement or, in the absence of such a statement, to determine the number of hours worked by the labourer in accordance with the agreed working hours of the project employee.
4. Invoices may also be issued regarding payment obligations of the client that arise from the assignment, but are not related to a progress report.

## Article 6

### **Payment and consequences of non-payment**

1. The client is at all times obliged to pay any invoice submitted by FLEXHERO B.V. for project employees within 14 days of the invoice date, unless otherwise agreed.
2. Only payments made to FLEXHERO B.V. shall have a liberating effect. Payments made to project employees or the provision of advances to project employees are prohibited and non-binding and can never provide grounds for debt repayment or settlement.
3. If an invoice from FLEXHERO B.V. is not paid within 14 days of the invoice date, the client will be in default without notice of default and will owe interest on the outstanding amount of 1% per calendar month, with part of a month being counted as a full month.



4. The copy invoice of the invoice sent by FLEXHERO B.V. serves as full proof of the indebtedness of the interest and the day on which the interest calculation begins.
5. Payments made by the client will always first be applied to settle all interest and costs owed and subsequently to settle invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
6. The date of payment is the date on which the bank credits our account or we have received the amount owed in cash.
7. Complaints regarding any invoice must be submitted to FLEXHERO B.V. in writing within 7 days of the invoice date. The burden of proof regarding timely submission of the complaint rests with the client. After this period, complaints will no longer be processed and the client forfeits their right to complain. A complaint does not affect the payment obligation.
8. All costs of collection, including the full costs of legal assistance, both in and out of court, provided by whomever, are entirely for the account of the client. This compensation will always be charged and owed by the client as soon as legal assistance has been requested by FLEXHERO B.V. or the claim has been passed on to FLEXHERO B.V. for collection.
9. In the event of negligence in payment by the client, FLEXHERO B.V. reserves the right to withdraw the project employee without observing a period of notice and without any liability

#### Article 7

##### **Employment abroad**

The client is prohibited from deploying a project employee made available to him outside the Netherlands or otherwise obligating or requesting the project employee to go to a location outside the Netherlands in connection with the work without prior written permission from FLEXHERO B.V. The client must have the project employee return to the Netherlands immediately as soon as FLEXHERO B.V. withdraws its permission from the client.



## Article 8

### **Confidentiality**

1. FLEXHERO B.V. is obliged towards the client to ensure that a project employee to be made available commits to FLEXHERO a written obligation of confidentiality regarding everything he becomes aware of at the professional's and of which he can and must reasonably suspect that its disclosure could cause damage to FLEXHERO B.V. and/or the client.
2. The client is free to request a separate confidentiality agreement from the project employee.

## Article 9

### **Industrial and intellectual property**

The client is free to make separate arrangements with the project worker regarding intellectual and industrial property rights to the results of the project worker's work within the framework of the contract.

## Article 10

### **Rate Change**

1. FLEXHERO B.V. is free to implement any collective labour agreement increase in the sector in which the project employee works. FLEXHERO B.V. has the right to increase the rate owed by the client accordingly from the time of that increase.
2. Any increase in the wage costs of a seconded project employee as a result of amended legislation and/or changes to social security contributions and insurance laws entitles FLEXHERO B.V. to increase the rate payable by the client accordingly with effect from the time of that increase.



## Article 11

### **Duration and termination of the contract**

1. For the purpose of determining the notice period in the event of termination of a contract, the date of the postmark of the written notice of termination to FLEXHERO B.V. shall be regarded as the day of termination by the client towards FLEXHERO B.V.
2. In all cases of termination of an assignment to FLEXHERO B.V., the client must also simultaneously announce the end of the assignment to the project employee.
3. Regardless of the provisions in the previous paragraphs, FLEXHERO B.V. will never be held liable for a termination that has become necessary due to or on the basis of a government regulation, even if this only applies to FLEXHERO B.V. , or for termination by the project employee of the activities for the client, even if this is done without observing any period of notice, no matter how short, but FLEXHERO B.V. will use reasonable care to ensure that, if possible and with due observance of the above, the client is informed as soon as possible and that, if desired, another project employee will be provided to the client. With regard to this other project employee, a new assignment will then arise, to which this article applies separately.
4. If the duration of the assignment is dependent on a certain future event or on the completion of a particular project, the client is obliged, if the end date is known, to give FLEXHERO B.V. immediate written notice, but no later than five working days in advance. In the absence of such timely notification, the client shall be liable for any damage suffered by FLEXHERO B.V. as a direct or indirect result thereof.

## Article 12

### **Liability**

1. 1. The employee's work shall be carried out under the direction and supervision of the client.
2. 2. FLEXHERO B.V. bears no liability whatsoever for damages and losses that project employees made available by FLEXHERO B.V. may cause to third parties or to the client itself.





3. Neither is FLEXHERO B.V. liable for any commitments made by project employees made available by FLEXHERO B.V. that are binding on the client or that have otherwise arisen for these project employees during the work for the client and that are binding on the client or his personnel or other third parties.
4. The client shall be liable and shall indemnify FLEXHERO B.V. against any claims from project employees for compensation for damages suffered.

### **Explanation of Article 12**

The client is legally liable for all persons whom he has instructed to perform work under his full direction and supervision. The client may, on the grounds of reasonableness and fairness towards the project employee, be liable for damage to the project employee's own property that he uses to carry out his work for the client.

### Artikel 13

#### **Prohibition on hiring staff**

1. The client and companies affiliated with the client are not permitted to enter into an employment relationship of any kind with candidates of FLEXHERO B.V., directly for themselves, through and/or for third parties, without the prior written consent of FLEXHERO B.V., for a period of six months after the written offer of candidates.
2. The client and companies affiliated with the client are not permitted, during the assignment and up to six months after the assignment has ended, to enter into an employment relationship of any kind with project employees of FLEXHERO B.V., directly for themselves, through and/or for third parties, without the prior written consent of FLEXHERO B.V.
3. In the event of violation of paragraph 1 and/or 2 of this article, the violating party shall owe the other party a fine equal to six gross monthly salaries of the candidate or project employee in question. This fine is immediately due and payable as a result of the offence itself, but also allows the other party to claim damages as provided by law.



#### Article 14

##### **Dispute settlement**

1. All agreements to which these terms and conditions apply in full or in part are governed by Dutch law.
2. Any disputes for which an amicable solution does not appear possible will be submitted to the competent judge in Eindhoven.

## **Chapter 2 Recruitment and Selection**

#### Article 1

##### **Non-binding offers**

All offers made by FLEXHERO B.V. are non-binding, unless the contrary is explicitly stated in an individually addressed written offer.

#### Article 2

##### **Definitions**

In these terms and conditions, the following terms are defined as follows:

1. **Recruitment and Selection:** assisting employers in their search for workers, with the aim of establishing an employment contract or a directly related employment relationship between the employer and the worker.
2. **Client:** the employer who uses the recruitment and selection services of FLEXHERO B.V.
3. **Worker:** the (prospective) employee who is involved in the recruitment and selection of FLEXHERO B.V. for a client.
4. **Search assignment:** the agreement between the client and FLEXHERO B.V. on the basis of which FLEXHERO B.V. carries out recruitment and selection activities for the benefit of the client in question.





### Article 3

#### **Execution of a search assignment**

1. By accepting a search assignment for recruitment and selection, FLEXHERO B.V. assumes a best-efforts obligation. A candidate will be presented to the best of our knowledge and in accordance with the standards of good workmanship.
2. Information provided to FLEXHERO B.V. by the client will be accepted as correct.
3. References will only be obtained with the employee's consent.
4. The client is responsible for his final choice of an employee.
5. FLEXHERO B.V. is not liable if the worker does not appear to meet the requirements or expectations of the client, unless this is the demonstrable result of acts or omissions by FLEXHERO B.V. in violation of the provisions of paragraph 1 of this article. Any liability on the part of FLEXHERO B.V. in that case is limited to direct damage suffered by the client and to a maximum of the fee charged and/or to be charged to the client in connection with the search assignment in question.

### Article 4

#### **Duration of a search assignment**

1. A search assignment ends when it is successful, which means that the client accepts the proposed employee, or when the maximum duration of the search assignment, if agreed, has expired. The parties can extend this duration by mutual agreement.
2. The client can terminate the search assignment at any time.

### Article 5

#### **Payment and consequences of non-payment**

1. The client will owe FLEXHERO B.V. the fee indicated on the quotation as soon as he enters into an employment relationship of any nature whatsoever with a worker recruited and/or selected by FLEXHERO B.V. for himself, by means of and/or for third parties.
2. The client is at all times obliged to pay any invoice submitted by FLEXHERO B.V. for recruitment and selection within 14 days of the invoice date, unless otherwise agreed.
3. Only payments made to FLEXHERO B.V. shall be considered valid.
4. If an invoice from FLEXHERO B.V. has not been paid within 14 days of the invoice date, the client will be in default without notice of default being required and will owe interest on the outstanding amount of 1% per calendar month, with part of a month being counted as a full month.



5. The copy invoice of the invoice sent by FLEXHERO B.V. serves as full proof of the indebtedness of the interest and the day on which the interest calculation begins.
6. Payments made by the client will always be applied to settle all interest and costs owed and subsequently to settle invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
7. The date of payment is the date on which the bank credits us or we have received the amount owed in cash.
8. Complaints regarding any invoice must be submitted to FLEXHERO B.V. in writing within 7 days of the invoice date. The burden of proof regarding timely submission of the complaint rests with the client. After this period, complaints will no longer be accepted and the client has forfeited his right to complain. A complaint does not affect the payment obligation.
9. All collection costs, including the full costs of legal assistance, both in and out of court, provided by anyone, will be entirely for the account of the client. This compensation will always be charged and payable by the client as soon as legal assistance has been requested by FLEXHERO B.V. or the claim has been passed on to FLEXHERO B.V. for collection, without any further proof being required.

## Article 6

### **Liability**

FLEXHERO B.V. bears no liability whatsoever for damages and losses resulting from acts or omissions of employees with whom the client (partly) as a result of the recruitment and selection by FLEXHERO B.V. has concluded an employment contract or a related agreement.



## Article 7

### **Prohibition on hiring staff**

1. The client and companies affiliated with the client are not permitted to enter into an employment relationship of any kind with candidates of FLEXHERO B.V., directly for themselves, through and/or for third parties, without the prior written consent of FLEXHERO B.V., for a period of six months after the written offer of labour.
2. In the event of violation of paragraph 1 of this article, the violating party shall owe the other party a penalty equal to six gross monthly salaries of the candidate in question. This penalty is immediately due and payable as a result of the violation, but does not affect the other party's right to seek compensation through legal channels.

These General Terms and Conditions apply to the business relationship between FLEXHERO B.V. and its clients.

