

## **GENERAL TERMS AND CONDITIONS**

### **vanDaan Recruitment**

#### **Article 1. Definitions**

In these general terms and conditions, the following definitions shall apply: Contractor: vanDaan Recruitment represented in person by Mr. D.A.J.M. Crutzen. Client: A natural person or legal entity instructing the contractor to perform work.

#### **Article 2. Applicability**

1. All offers, (order) confirmations, agreements, products and services between the contractor on the one hand and the client on the other hand are subject exclusively to these General Terms and Conditions, to the explicit exclusion of any other general terms and conditions.
2. Acceptance of an offer or (order) confirmation or the conclusion of an agreement implies that the client has accepted the applicability of these General Terms and Conditions, unless explicitly agreed otherwise in writing.
3. Deviation from these general terms and conditions must be expressly agreed upon in writing with agreed upon with the contractor. The client cannot derive any future rights from any agreed deviations.
4. If one or more of the provisions of these general terms and conditions is deviated from, the other provisions will remain in full force.
5. If one or more provisions of these general terms and conditions or any other agreement should be contrary to any applicable legal regulation, the provision in question will lapse and be replaced by a new comparable provision permissible by law to be determined by the contractor.

#### **Article 3. Offers and agreements**

1. All offers are made without obligation.
2. All offers will be valid for one (1) month, unless the offer states otherwise.
3. Quotes are based on the information provided by the client at the time of the offer.
4. The quotation forms part of the agreement.
5. An agreement is only established when the receipt of the acceptance of an offer by the client has been confirmed in writing by the contractor, or a written agreement has been signed by the parties.
6. If in an acceptance of an offer reservations or changes are made with respect to an offer, in deviation from the provisions of the preceding paragraph, the agreement will not be established until the contractor has expressly informed the client in writing to agree to these changes with respect to the offer.
7. Amendments to an agreement shall be effective only if confirmed in writing by the contractor.
8. The prices in the offers mentioned are exclusive of VAT and other government levies, unless indicated otherwise.

#### **Article 4. Duration of Agreement**

1. The duration of the agreement is equal to the period the parties agree and confirm in the written order confirmation.
2. The agreement may be terminated by either party by registered letter to the other party. Such termination shall be effected with due observance of a notice period of at least two (2) months.
3. Premature termination of the agreement is only possible if circumstances arise as referred to in Article 12 of these general terms and conditions, or if both parties agree to this in writing.
4. If within the term of the agreement a term has been agreed upon for the completion of certain activities, this is never a fatal term. If the term of execution is exceeded, the client must inform the contractor in writing.
5. If the client, after placing and accepting the order, wishes to cancel it, for any reason whatsoever, the contractor shall be entitled, at his discretion, either to oblige the other party to comply in full with the agreement, or to accept the cancellation on the condition that the client pays, within a term to be set by us, as fixed damages, an amount equal to 20% of the amount of the total order, unless the damages are demonstrably higher.

#### **Article 5. Scope and services**

1. The services to be rendered by the contractor to the client include those mentioned in the agreement.
2. The (employment expert) advisers or other employees of vanDaan Recruitment made available by the contractor shall be bound by the professional their activities to the professional statute of their professional association.
3. The contractor shall perform the agreement to the best of his knowledge and ability and Contractor shall perform the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship and based on the then known state of science.
4. If and to the extent required for the proper execution of the Agreement, the Contractor shall be entitled to have certain work performed by third parties.
5. The Client shall ensure that all information which the Commissionee indicates to be necessary or which the Client should reasonably understand to be necessary for the performance of the Agreement shall be provided to the Commissionee in good time. If the data required for the performance of the agreement are not provided or not provided to the contractor in a timely manner, the contractor will be entitled to suspend the performance of the agreement or to terminate it prematurely with immediate effect, without the client being able to derive from this the right to reclaim amounts already paid as undue payments, and/or to charge the additional costs resulting from the delay to the client according to the usual rates to the client.

## **Article 6. Rates**

1. Services will be provided at the rates specified in the agreement. The Contractor has the option to change the rates at any time. Written notice of a rate adjustment will be given one month prior to the time the rate adjustment comes into effect. If a rate adjustment takes place within one (1) month after the conclusion of the agreement and the adjustment is to the disadvantage of the client, the client will have the option to dissolve the agreement within the aforementioned period of one month prior to the rate adjustment, subject to Article 12 of the general terms and conditions.
2. The contractor may, forced by special circumstances, other than those mentioned in paragraph 1, for example as a result of legal regulations, change the rates at any time.
3. The rates for services rendered outside the Netherlands shall be determined on the basis of the hourly rates of the experts deployed for the provision of the services applicable at that time.

## **Article 7. Information and cooperation**

1. The client will grant the contractor and his employees access to his company and will give them the opportunity to gain proper insight into the (policy) documents and files required for the proper execution of the work, as well as, if this is in keeping with the nature of the assignment, into the working conditions and business operations.
2. The Client shall provide the Contractor with information that the Contractor deems necessary or useful for the proper performance of the Work.
3. If the contractor performs the work at the client's office, the client shall provide adequate office facilities.

## **Article 8. Secrecy**

1. The contractor shall guarantee all information regarding the other party's company and business operations, working conditions and all other information that it obtains in the performance of its services, to treat confidentially and to ensure that this information cannot be viewed by third parties or fall into the hands of third parties, if and insofar as the contractor is not required by law to disclose its information to third parties. to provide this information to third parties.
2. The employees working for or on behalf of the contractor shall be subject to the professional secrecy applicable to them.

## **Article 9. Intellectual property**

1. With respect to the products and services provided by or on behalf of vanDaan Recruitment, the copyright is vested in vanDaan Recruitment . The documents related to the products and services provided by the client to vanDaan Recruitment will remain the property of the client. client.
2. vanDaan Recruitment may, subject to the provisions of article 8.1, publish on the work performed under the agreement.
3. vanDaan Recruitment is not liable for an infringement of third party rights, unless it is an infringement by it of rights whose existence is generally known or was known to vanDaan Recruitment at the time of the infringement.

## **Article 10. Invoicing and payment**

1. Invoicing of services rendered shall be made in arrears upon completion of the work, or in the interim or in advance as agreed in the quotation.
2. Invoice payment shall be made within 14 days of the invoice date.
3. If no payment has been made within 14 days of the invoice date, the Client shall be deemed to be in default by operation of law and the Contractor shall be entitled, without any notice of default being required, to charge 1.5% interest on the invoice amount for each period of 30 days or part thereof during which payment of the amount owed pursuant to this article has not been made after the expiry of the 14-day period referred to in paragraph 2.
4. Different terms of payment may be agreed upon in writing, but if these terms are exceeded, the provisions of paragraph 3 of this article will automatically come into effect without any further explanation being required.
5. If, in the opinion of the contractor, the financial position of a client may constitute a risk for the contractor, the contractor shall be entitled to shorten the term of payment and/or to request prior security for payment.
6. In case of liquidation, bankruptcy or suspension of payment of the client, the claims of the contractor and the obligations of the client towards the contractor will be immediately due and payable.

## **7 Collection costs**

1. If the client is in default or omission in the (timely) fulfillment of his obligations, all reasonable costs incurred to obtain satisfaction out of court will be borne by the client. In any case, the client shall owe collection costs in the event of a monetary claim. The collection costs shall be calculated in accordance with the collection rate as advised by the Netherlands Bar Association in collection cases.
2. If 'contractor' has incurred higher costs, which were reasonably necessary, these will also qualify for reimbursement.
3. Any reasonable judicial and execution costs incurred will also be borne by the client.

## **Article 11. Liability**

1. The contractor shall not be liable to the other party for any loss whatsoever arising from the services provided by the contractor, except in the event of intentional act or omission or gross negligence on the part of the contractor, to be proven by the client.
2. If the contractor is liable for damage, this liability shall in any event be limited to a maximum of the amount the client is required to pay in invoices over a period of two months in which the harmful event occurred.
3. The contractor is only liable for direct and indirect damage and never liable for consequential damage.
4. The client shall indemnify the contractor against claims from third parties (including employees of the other party), which would result from the services provided by the contractor.

## **Article 12. Interim Dissolution.**

Termination:

1. Either party may terminate the agreement in writing at any time.
2. If the agreement is terminated prematurely by the client, the contractor is entitled to compensation for the resulting and plausible loss of capacity utilization, unless the termination is based on facts and circumstances attributable to the contractor. The client will then also be obliged to pay invoices for work performed up to that time. The provisional results of the work carried out up to that time will be made available to the client subject to reservation.
3. If the agreement is terminated prematurely by 'contractor', 'contractor' will, in consultation with the client, arrange for the transfer of work still to be performed to third parties, unless the termination is based on facts and circumstances attributable to the client.
4. If the transfer of the work involves extra costs for 'contractor', these will be charged to the client.
5. If the situation of force majeure occurs, the contractor shall be entitled to suspend the execution of the agreement or to permanently dissolve the agreement.
6. The contractor is entitled to claim payment for the performances carried out in the execution of the relevant agreement before the circumstance causing force majeure has become apparent.

1. For the purpose hereof "force majeure" shall mean: every circumstance independent of the will of the parties or unforeseen, as a result of which fulfillment of the agreement can no longer reasonably be demanded of the contractor by the other party.

2. Force majeure" shall in any case include: strikes, sick leave of our personnel exceeding 9 days, transport difficulties, fire, government measures, including in any case import and export bans, quota restrictions and business interruptions at the contractor or at the contractor's suppliers, involuntary disruptions or impediments which make the execution of the agreement more costly and/or difficult, such as storm damage and/or natural disasters, as well as attributable non-performance by our non-performance by our suppliers, as a result of which we cannot (no longer) fulfill our obligations towards the other party.

## **Article 13. Non-binding**

1. If one or more provisions of these general conditions prove to be non-binding, the other provisions of these general conditions will remain in full force.
2. The Contractor undertakes to replace the non-binding provision(s) by such provisions that are binding and, if possible, deviate from the non-binding provisions in view of the purpose and purport of these general terms and conditions.

#### **Article 14. Complaints**

1. If a client or customer has complaints about the services of the contractor, he must immediately notify the contractor in writing.  
(see complaints regulations for procedures in this regard).

#### **Article 15. Disputes**

1. All rights, obligations, offers and agreements to which these general terms and conditions apply shall be governed exclusively by Dutch law.  
2. All disputes that may arise from the agreement to which these terms and conditions apply in whole or in part, or from a further agreement resulting from such an agreement, including the execution of such an agreement regardless of whether one of the parties considers a dispute to be present, shall be settled in court.  
parties consider a dispute to exist, shall be settled by the Limburg District Court.

#### **Article 16. Posting**

In order to make employees available to clients on a temporary or secondment basis, Van Daan has entered into a partnership with Oak Backoffice Service.

As a service partner of Van Daan, Oak Backoffice Service takes care of the overall financial processing of the supply of employees. The client agrees, through the issuance of a contract, that Oak Backoffice Service shall act as the executor of the provision of employees to the client. An agreement between the client and Oak Backoffice Service comes into effect after it has been confirmed by Oak Backoffice Service to the client by means of a written a written order confirmation. The general terms and conditions of Oak Backoffice Service filed with the Chamber of Commerce, are applicable to every agreement. The client will receive a written confirmation with a copy of the applicable General Terms and Conditions after Oak Backoffice Service has processed this registration form.

*Applicable at all times is the last-posted version, or the version in effect at the time the present contract was concluded.*

*Landgraaf, December 14, 2015 Daan Crutzen  
Director / Owner  
vanDaan Recruitment*