



**General terms
and conditions**

Contracting

VIERPAS BV

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The general terms and conditions Contracting of VIERPAS BV were filed at the Amsterdam Chamber of Commerce under number 28114789.

Article 1 **Definitions**

Client

The natural or legal person that is supplied with (a) professional(s) through the intermediary of VIERPAS BV.

VIERPAS

VIERPAS BV and the subsidiaries allied to VIERPAS BV, including but not limited to VIERPAS BV.

Order

The agreement between the client and VIERPAS BV on the basis of which VIERPAS BV provides services to client.

Services

All duties to be carried out by VIERPAS BV for a client, including but not limited to contract placement, consultancy, organizational advices, education, automation services and support.

Order confirmation

The document to be sent by VIERPAS BV by means of which the order becomes effective and in which in any event the content of the services and the (hour) rate as well as the duration of the order is included. Moreover, if applicable, it is established in this document which information by or on behalf of the client is made available to VIERPAS BV upon commencement and during the execution of the order.

Professional

The person who, by virtue of an employment contract with VIERPAS BV or otherwise, carries out services on the instruction of VIERPAS BV at or for the benefit of client.

Remuneration

The payment payable by the client to VIERPAS BV in relation to the order.

Article 2 **Applicability**

1. These general terms and conditions are applicable to all quotations by, orders to and agreements with VIERPAS BV.
2. General terms and conditions or derogation clauses of the client are valid only if, and insofar, they have been accepted in writing by VIERPAS BV. Such acceptance can and may not be inferred from the fact that VIERPAS BV fails to contradict the statement of the client that it does not accept the general terms and conditions of VIERPAS BV and/or declares other general terms and conditions applicable.
3. These general terms and conditions are available in both the Dutch and the English language. In case of any inconsistencies the Dutch text is binding.

Article 3 **Quotations and realization of the order**

1. All quotations submitted by VIERPAS BV and prices and conditions stated in them are entirely without obligation and, unless otherwise stated, are valid for a maximum period of four weeks. A binding agreement is effected only when it is expressly made in writing by VIERPAS BV, by which the deadline for acceptance is stated.
2. Verbal promises are binding to VIERPAS BV only after it has confirmed them in writing.
3. Orders and changes to them are effected at the moment that VIERPAS BV has accepted them in writing by sending an order confirmation or at the moment that VIERPAS BV actually commences execution of the duties.

Article 4 **Validity and termination of the order**

1. The order is entered into for a definite or indefinite period.
2. The order for a definite period is terminated by operation of law at the moment that the agreed period has expired, when a future occurrence agreed in advance occurs or after a specific agreed objective has been achieved.
3. If the duration of an order is made dependent on a future occurrence or achieving a specific agreed objective, no premature cancellation is possible.

4. Premature cancellation of an order for a definite period is only possible when such has been agreed in writing between parties, and with due regard to a notice period of in any event one calendar month. The cancellation must occur at the end of the month by means of a registered letter.

5. The order for an indefinite period can only be cancelled at the end of the month, by means of a registered letter, with due regard to a notice period of one calendar month.

6. If and after, as part of an order, a future occurrence agreed in advance occurs, a specific agreed objective is achieved or at the moment that the agreed period of the order has expired, the order is tacitly extended, the order is extended by at least one month or the extension period stated in the order confirmation.

7. VIERPAS BV retains the right to replace a professional on an order. A new professional shall have at least the level of knowledge and experience agreed in the order confirmation. Should parties not reach agreement about the identity of the replacement professional, the order shall be terminated by operation of law after receipt of confirmation thereof sent by VIERPAS BV, without VIERPAS BV being liable for any damage incurred by client.

8. Orders between VIERPAS BV and client may be dissolved with judicial intervention and without any notice of default being demanded at the moment that:

- client is put into bankruptcy;
- client has filed for a moratorium of payments;
- client loses the authority to dispose of its property due to levying of an attachment of client's property, placing of client under conservatorship or otherwise;
- in the judgment of VIERPAS BV collection of existing or future demands cannot be ensured;
- client fails to fulfill any obligation arising from the order and/or these general terms and conditions;

The above does not affect the right of VIERPAS BV to demand full damages from client.

Article 5 Execution of the order

1. VIERPAS BV guarantees a proper execution of the order in accordance with the agreements and procedures recorded in writing in the order confirmation. VIERPAS BV is however not responsible for information and data submitted by the client as part of the order.

2. During the execution of the services the professional reports to a project leader or contact person that is appointed by the client.

3. The selection of the professional that carries out the duties as part of the order occurs in close consultation between VIERPAS BV and the client. VIERPAS BV retains the right to withdraw or replace by another qualified candidate the professional it recommends at any time.

4. During the first 5 workdays of the professional at client, client is entitled to terminate the order with respect to the professional in question unilaterally with immediate effect, if the professional demonstrably fails to fulfill the requirements needed for the proper exercise of the duties and the client has informed VIERPAS BV of such at least 1 workday in advance. Termination with immediate effect is however not possible if VIERPAS BV can provide a suitable replacement within 10 workdays of the notification of client. The above is only applicable to the professional that is working at client for the first time (directly or indirectly).

5. Client is not permitted to have the professional carry out other duties than are agreed in the order or to have the duties carried out outside the Netherlands without prior written permission from VIERPAS BV. Neither is onlending of the professional permitted without written permission from VIERPAS BV.

Article 6 Work hours, work schedule, company closure and vacation

1. Client shall ensure that the work hours and work schedule of the professional comply with the legal and other requirements set by operation of law.

2. Client undertakes to inform VIERPAS BV before entering into any agreement about any company closures scheduled during the order. For the duration of the validity of the order client shall inform VIERPAS BV immediately after gaining knowledge of a closure, but in any event four weeks before the closure; failure to do so makes client liable for any damage incurred by VIERPAS BV that is an (in)direct consequence thereof.

3. The time and the duration of the vacation of the professional is fixed by and is binding to VIERPAS BV after consultation with client.

Article 7 Instructions and direction of client

1. The professional carries out the duties as part of the order under the direction or under the strict leadership and supervision of client, unless otherwise expressly agreed in writing.

2. Client is responsible and liable for the professional as it is for its own personnel. Client safeguards VIERPAS BV in this matter against claims by the professional and/or third parties.
3. Only when it is expressly agreed in writing is VIERPAS BV obligated to follow the timely and responsible instructions of the client in the execution of the order.

Article 8 Safety and liability

1. Client is obligated to have the duties carried out with due regard to that which is provided in or by virtue of the Working Conditions Act. Client is obligated to submit to the professional and VIERPAS BV a description of the specific features of the job to be taken in good time before commencement of the duties of the professional.
2. Client is obligated to take measures and submit instructions if such is reasonably needed to prevent the professional incurring damages during the execution of the duties and is acquainted with the liability as referred to in article 7:658 paragraph 4 of the Netherlands Civil Code.
3. Client shall safeguard VIERPAS BV against any claims (by the professional) pursuant to article 7:658 paragraph 4 of the Netherlands Civil Code (industrial accidents).
4. Client shall safeguard VIERPAS BV against any claims by the professional in relation to damages incurred because an item belonging to the professional is damaged or destroyed during the execution of the duties for client.

Article 9 Remuneration, overtime

1. The remuneration is calculated on the basis of the hour rate, as recorded in the order confirmation.
2. Client is obligated to pay the remuneration on agreed work hours and/or project duration and any overtime, unless and insofar the professional has not worked on account of illness and/or incapacity to work of the professional.
3. If a professional carries out duties for more hours every day/week/month than agreed in the order confirmation, the hour rate shall be increased in accordance with that which is recorded in the order confirmation.
4. In case of an increase in the wage costs of the professional as a consequence of (an amendment to) a government measure and/or other binding regulation and/or as a consequence of an amendment to the social security charges and/or tax laws, and/or collective labor agreement, VIERPAS BV is entitled to adjust the remuneration mutatis mutandis.
5. Furthermore, VIERPAS BV is entitled to adjust the remuneration in relation to the increase in the payment to the professional as of 1 January of any calendar year (based on the CBS cost of living index or otherwise).
6. VIERPAS BV shall notify client in writing at the earliest opportunity of an adjustment in the remuneration.

Article 10 Billing method

1. VIERPAS BV shall bill on the basis of the timesheets drawn up electronically by the professional that are binding to client, unless client supplies convincing evidence to the contrary about the hours actually worked.
2. Only on the express request of the client can billing be based on written timesheets signed for approval by the client that are binding to client. By signing these timesheets client declares that they are correct and complete. In case of discrepancies between the timesheets supplied by the professional and the copy retained by client, the timesheet submitted to VIERPAS BV shall be considered as conclusive proof, notwithstanding evidence to the contrary from client that the copy retained by it is correct.
3. If client does not sign the timesheets or fails to sign the timesheets of the professional for approval and/or has not itself submitted an - in its opinion correctly completed - timesheet to VIERPAS BV within five workdays of the duties in question, VIERPAS BV is entitled to determine itself to binding effect the number of hours worked by the professional, by which the agreed scale of work shall serve as point of departure.
4. Deviation in writing from the above is permitted if billing occurs on the basis of the fixed amounts stated in the order.

Article 11 Payments

1. Payment must occur within 14 days of the date of invoice by transferring the amount to the VIERPAS BV account stated on the invoice. Payments to and/ or provision of advance(s) to a professional are prohibited and shall result in the unsatisfactory payment of VIERPAS BV.

2. Payment occurs in the currency in which the price is billed, unless otherwise agreed in writing, in which event any loss for VIERPAS BV as a consequence of exchange differences are payable by client.
3. Client shall pay all invoices free of deductions and setoff, without suspension due to perceived or actual attributable shortcomings and without the client being permitted to block its payment obligation by garnishment or otherwise.
4. If client fails to pay within the term fixed, default will become effective upon commencement of the due date by operation of law, without any notice of default or demand for payment being required from VIERPAS BV. In such an event, client is obligated to pay interest on the amount due of 1% for every calendar month, where part of a month is deemed to be a full month.
5. If VIERPAS BV proceeds to taking measures for the collection of the demand, client is obligated to pay all costs made to VIERPAS BV. They include all payments to the third parties called in the matter and all costs that VIERPAS BV makes within its own organization and that may in all reasonableness be attributed to the measures in question. At that time VIERPAS BV shall opt to demand the costs made in this way from client in an itemized way or to fix the costs at 15% of the wrongly unpaid amount.
6. Objections with respect to an invoice must be submitted to VIERPAS BV in writing within 8 calendar days of sending the invoice. The burden of proof regarding timely submission of the objection rests with the client. After this term, complaints shall no longer be processed and the client forfeits its right of objection. An objection does not affect the payment obligation.
7. If client defaults in the correct and/or timely payment of one or more of its obligations and regardless of whether there are objections as referred to in paragraph 6:
 - a. the obligations of VIERPAS BV to fulfill its own obligations are automatically and immediately suspended until the other party has paid the full amount due to it (payment of any collection costs and/or other costs included in this);
 - b. VIERPAS BV may desire full payment and/or conclusive security from client, for example in the form of a bank guarantee.

Article 12 Intellectual and industrial property

1. VIERPAS BV shall, where necessary and possible, render its cooperation to effect and/or promote a situation, in which all rights of intellectual and industrial property on the results of the duties, including accounts, reports, budgets, drawings, sketches, specifications and other documents, models and computer files that the professional has produced as part of the order, accrue or (shall be) transfer(red) respectively to client. Unless expressly agreed otherwise in the order confirmation. If, in relation to this, VIERPAS BV is obligated to pay compensation to the professional, client is obligated to pay an equal compensation to VIERPAS BV by operation of law.
2. All items supplied to the client by VIERPAS BV remain the property of VIERPAS BV until the client has paid in full its obligations under the contract as well as all demands of VIERPAS BV on account of non-compliance with the contract by the client.
3. Without prejudice to the provisions of article 12.1, the intellectual and industrial property rights of the results of the order are granted or transferred to client at the moment that the client has fulfilled all its payment obligations vis-à-vis VIERPAS BV.
4. The client shall on the request of VIERPAS BV render cooperation on the data submitted by the professional for the internal data file of VIERPAS BV. VIERPAS BV ensures that this data is handled in a strictly confidential manner and not contrary to article 13.

Article 13 Confidentiality

1. VIERPAS BV and client undertake strict confidentiality vis-à-vis all third parties, relating to all that comes to their attention about the other party as part of the order and of which it knows or could reasonably have been expected to know that its disclosure is or can be damaging to the other party.
2. VIERPAS BV shall obligate the professional to observe confidentiality with respect to everything that becomes known or is observed during the execution of the duties. VIERPAS BV shall however never be liable for any damage as a consequence of the fact that a professional violated this obligation.

Article 14 Direct employment relationship

1. The client and all companies allied to it are not permitted to enter into an employment relationship or collaboration of any kind with the professional, directly for itself or through and/or for third parties, for the duration of an order and within twelve months of the termination of the order without explicit written permission from VIERPAS BV.
2. The client and all companies allied to it are not permitted to enter into an employment

relationship or collaboration of any kind with the professional within twelve months of the professional being introduced to it by VIERPAS BV, and an order not being effected.

3. Breach of the provisions of the preceding paragraphs shall result in an immediately payable penalty of 30,000.00 euros, payable to VIERPAS BV, but does not affect the possibilities VIERPAS BV has to demand full payment of damages. 4. Client is, in relation to the provisions of this article, responsible and liable for companies (in)directly allied with it.

Article 15 Liability and indemnity

1. Any liability of VIERPAS BV is restricted to the amount for which VIERPAS BV is insured and shall never exceed the amount that is or would be payable for the order, on the understanding that VIERPAS BV's obligation to pay damages does not extend to consequential loss and other indirect damage.

2. VIERPAS BV is not liable vis-à-vis client for damage and/or losses that the professional inflicts on client and/or third parties.

3. Client safeguards VIERPAS BV against every liability of VIERPAS BV that directly or indirectly arises from damage and/or losses that the professional inflicts on client and/or third parties.

4. VIERPAS BV is not liable vis-à-vis client for obligations assumed by the professional with client or third parties, regardless of whether permission has been granted by client or the third party.

5. Client safeguards VIERPAS BV against every liability of VIERPAS BV that directly or indirectly arises from obligations that the professional has assumed with client and/or third parties, regardless of whether permission has been granted by client or the third party.

Article 16 Applicable law and jurisdiction clause

1. These terms and conditions and all quotations and offers to which they relate are subject to Netherlands law.

2. All disputes arising from or connected to the order are exclusively subject to the judgment of the competent court at Amsterdam.

www.vierpas.nl