



**General terms
and conditions**

Recruitment

VIERPAS BV

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

Article 1 **Definities**

VIERPAS

Recruitment VIERPAS BV.

Client

The natural or legal person from whom VIERPAS BV takes on the order.

Order

The agreement between the client and VIERPAS BV on the basis of which VIERPAS BV carries out recruitment and selection and/or executive search duties for the benefit of the client.

Order confirmation

The document to be sent by VIERPAS BV to the client, as a result of which the order becomes effective. The order confirmation contains in any event a description of the working method to be followed, fee(s), expenses and the method of payment.

Candidate

The person who is involved in recruitment and selection and/or executive search activities of VIERPAS BV for the benefit of the client.

Fee

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

Article 2 **Non-discrimination and confidentiality**

1. Each candidate has equal opportunities in the recruitment and selection and/or executive search activities of VIERPAS BV, regardless of age, sex, marital status, sexual orientation, religion or beliefs, political choice, race, ethnic origin or nationality, without prejudice to the objective and real job requirements and provided that the candidate fulfils the order in the principal action.

2. VIERPAS BV shall keep confidential all that comes to its attention and is of a confidential nature in the exercise of its activities. VIERPAS BV shall submit no information, of which it knows or can be reasonably expected to know that it is incorrect and/or misleading.

Article 3 **Applicability**

1. These general terms and conditions are applicable to all quotations of and orders to VIERPAS BV. In addition, the OAWS Code of Conduct/ general terms and conditions are applicable to all quotations of and orders to VIERPAS BV. VIERPAS BV undertakes not to act contrary to said Code of Conduct/general terms and conditions. In case of conflict the general terms and conditions of VIERPAS BV prevail. These general terms and conditions are available in both the Dutch and the English language. In case of any inconsistencies the Dutch text of these terms and conditions is binding.

2. Derogation clauses and/or any general terms and conditions of the client are only valid if and insofar they are accepted in writing by VIERPAS BV. Any such acceptance 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.

Article 4 **Realization of the order**

1. All quotations submitted by VIERPAS BV and prices and conditions stated in them are entirely without obligation, unless VIERPAS BV has made a binding order, stating a term for acceptance. Verbal promises obligate VIERPAS BV only after it confirms them in writing.

2. 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. VIERPAS BV is in no way obligated to commence execution of the order before the client has returned the order confirmation signed for approval to VIERPAS BV.

Article 5 **Validity and termination of the order**

1. The order is entered into for a definite or indefinite period. The order for a definite period terminates by operation of law at the moment that the agreed time has expired. Extension of the order for a definite period is only possible if such is agreed in writing between the parties.

2. Premature termination of the order by the client is only possible if such is agreed in writing between parties. In case of premature termination by the client VIERPAS BV retains the right to charge the client the fee stated in the order confirmation plus actual expenses. Premature termination in the sense of this paragraph is also understood to mean the premature modification of the job description in the broadest sense of the words.

3. In all events the order is terminated at the moment that the client enters into an employment relationship of any form for itself and/or through or for third parties with a candidate recommended by VIERPAS BV.

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

- client is put into bankruptcy;
- client has filed for a moratorium of payments;
- client is placed under conservatorship;
- an attachment of client's property is levied;
- client otherwise loses the authority to dispose of its property or part thereof;
- in the judgment of VIERPAS BV collection of existing or future claims cannot be considered secure.

Article 6 Execution of the order

1. VIERPAS BV shall record in writing the vacancy of the client in question in the form of a job description or in the order confirmation. This preferably and insofar possible should in any event include: the content of the job, the desired profile of the chosen candidate on the basis of knowledge and skills, the environmental factors within which the order is placed and the assessment criteria which determine the selection of the candidate.

2. VIERPAS BV shall make every effort to recommend one or more candidates on the basis of the job description as referred to in the first paragraph of this article.

3. VIERPAS BV guarantees a proper execution of the order. By accepting the order VIERPAS BV assumes an obligation to perform to the best of one's ability. Recommendations of candidates are based on the best of one's knowledge and in accordance with the standards of good workmanship.

4. If parties make agreements on the time within which an order is to be completed, these agreements should be considered to be of an indicative nature. VIERPAS BV accepts no liability whatsoever in this matter.

5. VIERPAS BV is not responsible for information and data submitted by the client as part of the order and VIERPAS BV assumes that the information and data submitted is correct. 6. VIERPAS BV assumes that information and data submitted by the candidate about him- or herself or obtained from references about the candidate are correct.

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7. VIERPAS BV shall adopt an impartial attitude in the assessment of the candidates.

8. VIERPAS BV shall accept no remuneration in whatever form from anyone other than the client as part of the order. VIERPAS BV shall under no circumstance develop activities in the field of bilateral mediation.

Article 7 Warranty, fee and expenses

1. The agreed fee is in all events payable by the client to VIERPAS BV as soon as it enters into an employment relationship of any kind with the candidate directly for itself and/or through or for third parties. If the employment relationship referred to above is terminated by the client within one year of entering into that employment relationship on the ground of an urgent reason as referred to in 7:677 paragraph 1 of the Netherlands Civil Code, VIERPAS BV shall, on the written request of the client, execute the order again at no cost according to the terms and conditions already agreed. That which is stated in the previous sentence is also applicable if the employment relationship is terminated within the probationary period, regardless of the reason for doing so and regardless of on whose initiative the employment relationship is terminated.

2. The fee will amount to the percentage of the candidate's gross annual salary (on a fulltime basis) stated in the Confirmation of Assignment, plus any guaranteed or expected bonus or profit share, a fixed entertainment allowance, the use of a lease car (valued at € 4,500) and other benefits.

3. All expenses made by VIERPAS BV in accordance with the order confirmation shall be billed separately to the client. This includes in any event - but is not limited to - the costs of advertising and placing the vacancy on Internet.

Article 8 Payments

1. Payment should be made within 14 days of date of invoice by transferring the amount to the VIERPAS BV account stated on the invoice.
2. The 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.
3. If the 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 the client is obligated to pay interest on the due amount of 1% for each month as of the due date through the day of payment.
4. If VIERPAS BV proceeds to take measures for collection of the claim, the client is obligated to compensate all costs made in connection with the matter by VIERPAS BV. These include all payments with respect to third parties called in and all costs made by VIERPAS BV within its own organization and that may in all reasonableness be attributed, partly or wholly, to the measure in question. In case of collection of the due amounts VIERPAS BV has the choice of demanding the costs made in this way in an itemized fashion or to fix those costs at 15% of the wrongly unpaid amount.

Article 9 Approaches to personnel

1. VIERPAS BV shall, for the duration of the order and within a two year period following the termination thereof, refrain from approaching employee(s) of the client for a position elsewhere, unless the wish to change positions originates from the employee(s) and VIERPAS BV is in possession of a written confirmation from the employee(s).
2. If client and/or one of its allied companies enters into an employment relationship or collaboration in any form whatsoever within a twelve month period following the termination of the order with a candidate introduced to client by VIERPAS BV - and rejected by client - directly for itself or through and/or for third parties, such will result in the immediate obligation to pay by client to VIERPAS BV of the total intermediation fee agreed in the order confirmation.

Article 10 Liability

1. VIERPAS BV can never be held liable for damage and/or losses including consequential damage as a result of acts or omissions by a candidate introduced by VIERPAS BV with whom the client directly for itself and/or through or for third parties, (partly) as a result of the execution of the order by VIERPAS BV, has entered into an employment relationship in any form whatsoever.

Article 11 Applicable law and jurisdiction clause

1. These terms and conditions and all quotations and orders to which they relate are subject to Netherlands law.
2. All disputes arising from or connected to the order is exclusively subject to the judgment of the competent court at Amsterdam.

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