

General terms and conditions Direct People B.V. For the provision of temporary workers.

Article 1 Applicability

1. These General Terms and Conditions apply to all offers, assignments and agreements of Direct People B.V. insofar as these relate to the supply of temporary employees to clients as described in article 7:690 of the Dutch Civil Code.
2. Clauses and agreements deviating from these General Terms and Conditions are only legally valid if and insofar as Direct People B.V. has confirmed this deviation in writing.

Article 2 Definitions

In these General Terms and Conditions the following definitions apply:

1. Temporary Employment Agency: any natural person or legal entity who, within the scope of his profession or business, posts employee(s) to third parties in order to perform work under the management and supervision of those third parties pursuant to an assignment granted by those third parties
2. Temporary employee: the employee referred to in paragraph 1.
3. Temporary employment contract: the employment contract between the temporary employment agency and the temporary employee, in which the temporary employee is supplied by the temporary employment agency to the principal(s) within the framework of the execution of the profession or the business of the temporary employment agency in order to perform work under the supervision and management of the principal(s) pursuant to an assignment given by the principal to the temporary employment agency
4. Client: the third party referred to in paragraph 1.
5. Assignment: the agreement between the temporary employment agency and the principal pursuant to which (and insofar as each case involves) a single temporary employee is placed at the principal's disposal by the temporary employment agency - including the agreement that is continued with respect to a replacement temporary employee insofar as a replacement is permitted and actually takes place - in order to perform work under the principal's supervision and management in exchange for payment of the principal's rate by the principal to the temporary employment agency.
6. Principal's rate: the rate that the temporary employment agency charges the principal per hour as agreed and possibly subsequently adjusted in accordance with the assignment and the terms and conditions.
7. Collective Labour Agreement for Temporary Agency Workers The collective agreement for temporary employees concluded between Algemene Bond Uitzendondernemingen (ABU) on the one hand and FNV Bondgenoten, Dienstbond CNV and De Unie on the other.

Article 3 Non-binding offers

All offers made by the temporary employment agency are without obligation.

Article 4 Duration of the commission

1. The assignment may be entered into for a definite or indefinite period.
2. The contract is entered into for a fixed period:
 - Or for a set time;
 - or for a definite period of time, i.e. a period ending on the occurrence of an objectively determinable event (an event occurring independently of the will of the parties);
 - or for a fixed period that does not exceed a set time.
3. When defining a definite period, as referred to in paragraph 2, several events may be described, on the understanding that the commission ends with the occurrence of each separate event.
4. The assignment for an indefinite period of time is the assignment that is not entered into for a definite period of time as referred to in sections 2 and 3.

Article 5 Cancellation of the commission

1. An assignment for an indefinite period of time may be cancelled by either party at any time, unless it has been agreed in writing that cancellation is temporarily excluded as referred to in section 2 below.
2. In the case of a fixed-term contract, this right of cancellation may be excluded for a specific and/or a determinable period of time.
3. An assignment for a fixed period cannot be terminated prematurely by either party, unless it has been agreed in writing that premature termination is permitted.
4. In the case of a fixed-term contract, this right of early termination may be granted for a fixed or determinable period.
5. If (premature) termination is possible, termination must always be in writing with due regard to a notice period of at least fourteen calendar days. The burden of proof that notice of termination has been given in time rests with the client. The provisions of paragraph 5 are without prejudice to the possibility of earlier termination of the assignment on the grounds of a (special) probationary period agreed in writing when the assignment was given, or on the grounds of any other provisions contained in the assignment or in these General Terms and Conditions.
6. Other terms and conditions may be attached to the right of (interim) termination.

Article 6 End of the commission

1. The fixed-term assignment ends by operation of law at the end of the fixed term or as a result of an objectively definable event as referred to in article 4, paragraphs 2 and 3.
2. Each order (for a definite or indefinite period) may be terminated by notice, if (interim) termination is permitted. This does not affect the client's obligation to comply with the provisions set out below in paragraph 7.
3. Each assignment will end by operation of law if and as soon as the principal has entered into a direct employment relationship with the temporary employee posted pursuant to the assignment in accordance with the provisions contained in Article 8 and the principal has furthermore fulfilled towards the temporary employment agency all of the obligations that ensue for the principal from the provisions contained in Article 8.
4. Each assignment will end by operation of law at the time at which the temporary employment agency is no longer able to post the temporary employee to the principal because the temporary employment contract between the temporary employment agency and the temporary employee has ended and is not continued immediately thereafter. However, this end does not apply if in the case referred to above pursuant to the assignment the temporary employment agency is permitted to replace the temporary employee with another temporary employee and the replacement actually takes place within four weeks of the date on which the temporary employee could no longer be posted. The assignment shall then be continued with respect to that other temporary employee. In the case referred to above, replacing the temporary agency worker with another temporary agency worker is the same as posting the temporary agency worker previously posted. However, the temporary employment agency will remain entitled to claim full compensation from the principal, including all costs, including the actual costs of legal assistance, if the temporary employment contract has been terminated due to a cause that can be attributed to the principal, unless the provisions of Article 8 have been applied.
5. If the temporary employment agency is unable to post the temporary employee to the principal for a period of four consecutive weeks and the assignment has not been terminated as a result of the provisions contained in subsection 4 above nor has the temporary employee actually been replaced within the aforementioned period by another temporary employee with a continuation of the assignment with respect to that other temporary employee (provided that the temporary employment agency's assignment permits the temporary employee to be replaced in the aforementioned case) the principal will be entitled to terminate the assignment in writing with immediate effect subject to the following.
The principal will not be entitled to terminate the assignment if the temporary employment agency was unable to post the temporary employee due to a cause that can be attributed to the principal. In the latter case the principal will continue to be obliged to pay the temporary employment agency the full amount of the principal's rate for the period (week, month, etc.) that most recently applied or was customary pursuant to the assignment and conditions and for overtime hours for the duration of the assignment. In that event the temporary employment agency will also be entitled to claim full compensation from the principal, including all costs, such as the actual costs of legal assistance.
If, by virtue of the provisions laid down in this paragraph e., the client is entitled to terminate the commission and makes use of that right, the commission shall end immediately upon receipt of the relevant notification.

6. The assignment will end immediately by reason of dissolution at the time at which the temporary employment agency invokes the dissolution of the assignment because the principal is in default with respect to the fulfillment of any obligation ensuing from the assignment and the conditions related thereto or because the principal has been declared bankrupt or has been granted a suspension of payments. If the temporary employment agency exercises this right to dissolve and terminate the assignment immediately it will not affect the temporary employment agency's right to claim full compensation from the principal, including all costs, such as the actual costs of legal assistance. The principal's obligation to perform that which is provided for below in subsection 7 will furthermore remain unaffected.

7. Termination of the assignment by the client (to the extent permitted) The principal's request to the temporary employment agency to terminate the posting of the temporary employee at the principal, as provided for in Article 7:691 subsection 2 of the Dutch Civil Code, effective from the date on which the assignment was validly terminated. At the temporary employment agency's first request the principal will confirm in writing to the temporary employment agency that it has requested the termination of the posting of the temporary employee as referred to above and that it has done so prior to the date on which the notice to terminate the assignment was validly given.

Termination of the assignment due to dissolution within the meaning of subsection 6. above also includes the principal's request to the temporary employment agency to terminate the posting of the temporary employee at the principal within the meaning of Section 7:691 subsection 2 of the Dutch Civil Code by the date on which the assignment has been validly dissolved. The dissolution is caused by the principal's acts/ misconduct. The principal's request to the temporary employment agency to terminate the posting of the temporary employee in accordance with the provisions of Section 3:37 subsection 1 of the Dutch Civil Code is inherent in such conduct/ misconduct. Insofar as necessary the principal will be deemed to have requested that the posting be terminated by the temporary employment agency by the date on which the assignment is validly dissolved as referred to above. At the temporary employment agency's first request the principal will confirm in writing to the temporary employment agency that it has requested the termination of the posting of the temporary employee in accordance with the above and by the date on which the assignment has been validly dissolved.

Article 7 End of posting

1. The end of the assignment means the end of the posting of the temporary agency worker. The posting of the temporary agency worker also ends in the following cases.

2. Each posting ends immediately after the temporary employee informs the temporary employment agency or the principal that he is unable to perform the temporary work due to sickness or an accident, provided that the temporary employment clause (as referred to in Section 7:691 subsection 2 of the Dutch Civil Code) is included in the temporary employment contract between the temporary employment agency and the temporary employee and the term of that clause has not yet expired. This temporary employment clause means that the temporary employment contract will end by operation of law if the posting of the temporary employee by the temporary employment agency with the principal ends at the principal's request. If the temporary employment contract concerning a posted temporary employee contains this temporary employment clause and that clause has not yet expired, the temporary employment agency will inform the principal of that fact and will give the best possible indication of when the clause will expire. During the term of this clause the principal will ask the temporary employment agency to immediately terminate the posting of that temporary employee after it has been notified that the temporary employee is unfit for work due to illness or an accident.

If necessary the principal will be deemed to have requested the temporary employment agency to terminate the posting. At the temporary employment agency's first request the principal will confirm in writing to the temporary employment agency that it has requested the termination of the posting immediately after the temporary employee is notified as referred to at the start of this subsection 2.

3. The posting of the temporary worker also ends if and as soon as the Principal requests the temporary worker to be terminated, provided that the temporary employment agency is permitted to replace the temporary worker in the event of such a request pursuant to the assignment or pursuant to these General Terms and Conditions and that the replacement actually takes place within four weeks of the request. The assignment shall then continue in respect of the other temporary agency worker. At the temporary employment agency's first request the principal will confirm in writing that it has requested the termination of the posting of the temporary employee to be replaced as referred to above.

4. The option of terminating the posting of the temporary agency worker with continuation of the assignment of the replacement temporary agency worker, as referred to in Paragraph 3. This may be linked to a specific and/or definable term and to further conditions. The principal will always observe a notice period of at least two weeks. The burden of proof that the notice was given in time rests with the principal.

The above provisions do not affect the possibility of earlier termination of the posting on the grounds of a (special) probationary period agreed in writing in the assignment or on the grounds of any other provision contained in the assignment or in these General Terms and Conditions.

5. The temporary employment agency is entitled to nevertheless accept a possible request from the principal to terminate the posting of the temporary employee that does not satisfy the conditions referred to above in paragraphs 3 and 4, as a result of which the posting immediately comes to an end as a result. The temporary employment agency may attach conditions to such acceptance.

Article 8 Direct employment relationship

1. The principal will only be entitled to enter into a direct employment relationship with the temporary employee who is or was posted if and insofar as the following provisions of this article are met (see also Article 6 subsection 3)

2. The principal will inform the temporary employment agency in writing of its intention to enter into a direct employment relationship with the temporary employee before carrying out that intention. The principal will ask the temporary employment agency at what time the temporary employee can validly terminate the temporary employment agreement with the temporary employment agency.

3. The principal will ensure and guarantee that the temporary employee will be able to validly terminate or have terminated the temporary employment agreement with the temporary employment agency at the time at which the principal enters into a direct employment relationship with the temporary employee, without prejudice to the principal's other obligations as referred to in this Article 8.

4. If in accordance with the provisions contained in subsections 1 to 3 above the principal wishes to enter into a direct employment relationship with the temporary employee posted pursuant to the assignment and does so, in that case the principal will pay 20% of the hourly rate times the missed hours (1,000 hours minus the hours worked). The contractor is indemnified against any liability in respect of the employment.

5. The following applies to the implementation of the above provisions. The assignment for a fixed period also includes an assignment for a fixed period; see Article 4 subsection 2. If the temporary employment agency can only be informed by the principal about the occurrence of an objectively definable event and the principal fails to do so, the remaining term of that assignment will be set at one year. However, if it is likely that the remaining term would be longer than one year, that longer term will be used as the starting point.

6. If the principal enters into a direct employment relationship with the temporary employee within three months of the end of the posting of that temporary employee and that posting has not lasted for more than three months the principal will owe the temporary employment agency an allowance as follows. This compensation amounts to 20% of the hourly rate times the missed hours (1,000 hours minus the hours worked). From the time of commutation the temporary employee will be entirely responsible and at the risk of the principal. The contractor is indemnified against any liability in respect of the employment. This provision will not apply if the provisions of subsection 4 have already been applied or should be applied in respect of this direct employment relationship, unless the terminated posting related to an assignment entered into for a fixed or determinable period not exceeding three months.

7. If a temporary employee is introduced to a potential client through the temporary employment agency and that potential client enters into a direct employment relationship with that temporary employee before the assignment is concluded, that potential client will owe the temporary employment agency an allowance as follows. That fee amounts to 20% of the principal's rate times 1,000 hours, which would have applied to the temporary employee in question in respect of the position to be held and the working hours etc. if the assignment had come about.

8. The commissioning rate, as repeatedly stated in this present article, shall be calculated over the most recent or customary number of hours or overtime hours per period (week, month, etc.) pursuant to the assignment and conditions, as if the assignment had not ended.

Article 9 Prohibition or conditions of suspension of employment of temporary agency worker

1. The principal is not entitled to temporarily suspend the employment of the temporary employee unless it has been agreed otherwise in writing and the duration of that right to suspend is laid down in that agreement.

2. If the principal is not entitled to temporarily suspend the employment while maintaining the assignment but the principal temporarily does not have any work for the temporary employee or is unable to set the temporary employee to work the principal will nevertheless be obliged to continue paying the temporary employment agency the full amount of the principal's rate for the period (week, month and suchlike) that most recently applied or is customary for the number of hours and overtime hours in accordance with the assignment and conditions. The principal will also be obliged to allow the temporary

employee to perform work unless the principal sufficiently demonstrates that there is no work available for the temporary employee or that the temporary employee cannot be put to work.

3. If the principal is entitled to temporarily suspend employment for a fixed and/or determinable period of time while maintaining the assignment if and for as long as the principal temporarily does not have any work for the temporary employee or is unable to set the temporary employee to work, the principal will provide sufficient evidence at the temporary employment agency's first request by means of documents and statements etc. that there is temporarily no work available for the temporary employee or that the temporary employee is unable to be set to work. During the suspension of the employment the temporary employment agency will only not claim the principal's rate referred to in subsection 2 and the principal will not owe the temporary employment agency that rate if and insofar as the principal has sufficiently fulfilled its burden of proof and the temporary employment agency can successfully invoke exclusion of the continued payment of wages obligation towards the temporary employee in accordance with the collective employment agreement for temporary employees.

Article 10 Job and working time

1. At the time of the assignment the principal will provide the description of the position to be held by the temporary employee. At the temporary employment agency's first request the principal will provide sufficient evidence that the job description corresponds with the position actually held. If at any time it appears that the job description does not correspond with the position actually held then the principal will immediately provide the temporary employment agency with a suitable job description without prejudice to the provisions of subsection 2 and Article 16 subsection 3. The job, as indicated above, may be adjusted during the assignment in accordance with the temporary employee's wishes if the temporary employee can reasonably claim and make that adjustment on the basis of good employment practice or on the basis of (forthcoming) laws and regulations, the Collective Labour Agreement for Temporary Employees or case law.
2. If and insofar as the temporary employment agency directly or indirectly incurs damage due to the fact that the job description provided upon the assignment does not correspond with the position actually held or the job description adjusted at a later date (or provided) does not correspond with the position actually held, the principal will be obliged to fully compensate the temporary employment agency for that damage, including any costs that it incurs, such as the actual costs of legal representation. This is without prejudice to any other rights (of action) of the temporary employment agency, for example to the effect that the principal will enable the temporary employee to perform the position described by the principal when placing the assignment or subsequently amended in writing.
3. The temporary employee's working hours, the number of working hours and the rest periods are the same as the customary times and hours that apply at the principal's unless the assignment stipulates otherwise. The temporary employee's working times, number of working hours and rest periods will not be more or less than permitted by the principal's legal position. At the temporary employment agency's first request the principal will provide sufficient evidence as to what times and hours as referred to above are customary and permissible in the company where the temporary employee works. The times and hours referred to above may be adjusted during the assignment in accordance with the temporary employee's wishes if the temporary employee can reasonably claim and make such an adjustment on the basis of good employment practices or on the basis of (upcoming) laws and regulations, the collective employment agreement for temporary employees or case law.
4. Overtime shall be deemed to have been worked if work is performed in excess of the normal working hours per day or per week in the sector concerned or if the number of hours is determined by regulation or roster. Overtime following normal working hours and not exceeding half an hour is not regarded as such.
5. If and insofar as the temporary employment agency directly or indirectly incurs damage due to the fact that the working times, number of working hours and rest periods of the temporary employee determined upon the assignment or subsequently adjusted are different from the conditions referred to in subsection 3 or are different from the actual times and hours that the temporary employee works or rests, the principal will be obliged to compensate the temporary employment agency in full for that damage, including any costs it incurs as a result of legal representation. This is without prejudice to any other rights (of action) of the temporary employment agency, for example to the effect that the principal will enable the temporary employee to comply with the times and hours referred to in subsection 3.
6. Temporary agency workers' holidays and special leave are arranged in accordance with the law and the Collective Labour Agreement for Temporary Agency Workers.
7. When entering into the assignment and if and insofar as it could not be foreseen when the assignment was entered into, the principal will always be obliged to inform the temporary employment agency as quickly as possible of the principal's business closures. The principal will be obliged to inform the temporary employment agency in such a timely manner that the temporary employment agency is able to incorporate this information contractually into the legal relationship with the temporary employee.

Article 11 posting, selection, replacement and limitation of liability

1. The principal will provide the temporary employment agency with accurate information regarding the temporary employee's position, working hours, working time, activities, work location and working conditions and regarding the intended term of the assignment.
2. The temporary employment agency will relate the information provided by the principal to the qualities, capacities and availability of the workers who are eligible for deployment. On that basis the private employment agency will determine to the best of its ability which temporary agency worker will be deployed pursuant to the assignment. Within the framework indicated here the temporary employment agency is entirely free to choose the temporary employee who is posted under the assignment at the commencement of that assignment and in the event of the temporary employment agency replacing or replacing a temporary employee if the temporary employment agency is permitted to replace or replace the temporary employee pursuant to the assignment or pursuant to these General Terms and Conditions. The principal is obliged to employ the temporary employee thus posted by the temporary employment agency in accordance with the assignment and the provisions of these General Terms and Conditions.
3. The temporary employment agency may at all times, notwithstanding any provision to the contrary, submit a written proposal to the principal to replace a posted temporary employee with another temporary employee with a continuation of the assignment in respect of that other temporary employee in order to be able to apply the so-called seniority principle and the other regulations as described in the (upcoming) dismissal guideline for the temporary employment sector. The principal will decide within a short period of time whether it requests the temporary employment agency in writing to terminate the posting of the temporary employee in order to have it replaced with the proposed other temporary employee with a continuation of the assignment as referred to above. The principal will only decide against the temporary employment agency's proposal on reasonable grounds and then provide the temporary employment agency with a written statement that is sufficiently plausible that the Regional Director of Employment will in all probability consider that statement to be sufficient within the context of an assessment of an application for a dismissal permit.
4. The temporary employment agency may at all times, provided that it has been agreed in writing when the assignment is placed, propose to the principal that the posted temporary employee be replaced by another temporary employee if the temporary employment agency believes that this is necessary due to the principal's internal company policy and personnel policy, including for the purpose of maintaining employment for temporary employees who are specifically entitled thereto by virtue of their legal status or in anticipation of compliance with the seniority principle and other regulations as described in the (upcoming) dismissal guideline for the temporary employment sector. The principal will decide within a short period of time whether it requests the temporary employment agency in writing to terminate the posting of the temporary employee in order to have it replaced with the proposed different temporary employee with a continuation of the assignment as referred to above. The principal will not make the aforementioned request to the temporary employment agency only if doing so would harm the principal's business operations.
5. Except in the event of intent or gross negligence on its part or on the part of its manager(s) or subordinates and provided that mandatory law does not preclude that, the temporary employment agency will not be liable for any damage on the part of the principal or third parties. The temporary employment agency shall only be liable for direct damage insofar as there is liability. The temporary employment agency's liability is limited to a maximum of 15% of the invoice value of the payment to be made by the principal pursuant to the assignment for the term thereof. The aforementioned damage limitation applies to all cases of damage that together result from a specific act or omission on the part of the temporary employment agency.
6. The temporary employment agency is in no event obliged to compensate the principal for any damage or costs in the event that the posting is terminated or the temporary employee posted is not replaced.
7. With due observance of Article 11 the temporary employment agency will furthermore not be liable for any damage or loss that is the result of an incorrect selection of the temporary employee unless the principal submits a written complaint in that respect to the temporary employment agency within seven calendar days of the commencement of the posting and demonstrates in that context that the incorrect selection was a direct result of gross negligence on the part of the temporary employment agency. Any right to compensation as referred to above will lapse if the principal fails to submit a written complaint in time as stated above, whereby the burden of proof that the complaint was submitted in time will rest with the principal. However, the temporary employment agency will never be obliged to pay a higher damage than a compensation amounting to 15% of the principal's rate that applied in respect of the temporary employee pursuant to the assignment over the intended period of assignment, with a maximum of three months.

Article 12 Employment

1. The principal will employ the temporary employee in accordance with the provisions of the assignment and the terms and conditions, in particular Articles 10 and 11.
2. The principal may only employ the temporary employee contrary to the provisions contained in paragraph 1 if the temporary employment agency and the temporary employee have given their prior written consent. That consent may be subject to conditions.
3. Temporary employees may only be deployed abroad for a fixed period if this has already been agreed in writing at the time of the assignment and the temporary employee has agreed to it in writing.

Article 13 Proper exercise of management and supervision

1. The principal shall exercise the same due care in respect of the temporary employee as it does in respect of its own employees when supervising or managing the temporary employee and in respect of the implementation of the work.
2. The principal is not permitted to "on-lend" the temporary employee to a third party; in other words to make the temporary employee available to a third party to perform work under the supervision or management of that third party. On-lending to a third party is also understood to mean lending to a legal entity or natural person with which the principal is affiliated in a group (a group) as referred to in Section 7:691 subsection 6 of the Dutch Civil Code.

Article 14 Guarantee safety and indemnification

1. The principal shall equip and maintain the premises, equipment and tools in which or with which it has temporary work performed in such a manner and take such measures and provide such instructions for the performance of the temporary work as are reasonably necessary in order to prevent the temporary employee from suffering damage in the broadest sense of the word during the performance of his work. The principal expressly declares that it is aware of the legal provision contained in Section 7:658(4) of the Dutch Civil Code, which states that a person who has work carried out in the performance of his profession or business by a person with whom he has no employment contract is liable for the damage that the person suffers in the performance of his work in accordance with the provisions of subsections 1, 2 and 3 of that section of the law.
2. Before the commencement of the temporary work the principal will provide the temporary employment agency and the temporary employee with information regarding the professional qualifications required of the temporary employee as well as a document containing the specific characteristics of the work to be performed.
3. If the temporary employee suffers an accident at work or suffers an occupational disease, the principal will immediately inform the competent authorities and ensure that a report is immediately drawn up in which the circumstances of the accident are recorded in such a way that it can be determined with a reasonable degree of certainty whether and to what extent the accident was caused by the fact that insufficient measures were taken to prevent such an accident at work or such an occupational disease.
4. The principal will compensate the temporary employee for any damage (including costs, such as the actual costs of legal representation) that the temporary employee sustains in the performance of his temporary employment unless the principal proves that it has fully complied with the obligations referred to in subsections 1, 2 and 3 or that the damage was caused to a significant degree by an intentional act or omission or conscious recklessness on the part of the temporary employee. If the industrial accident results in death the principal will be obliged to compensate the damage (including the actual costs of legal assistance) in accordance with Article 6:108 of the Dutch Civil Code to the persons referred to in that Article.
5. The principal will compensate the temporary employee for any damage (including costs, such as the actual costs of legal representation) that the temporary employee sustains as a result of an item of property belonging to the temporary employee that he uses in the context of the assigned temporary work being damaged or destroyed. The principal will indemnify the temporary employment agency against all related claims.
6. The principal shall take out adequate insurance against liability on the grounds of the provisions of paragraphs 1 to 5 inclusive.
7. The principal will be obliged towards the temporary employment agency to fully comply with all of the obligations referred to in subsections 1 through 6 and will indemnify the temporary employment agency at all times against any claims and all related costs, including the actual costs of legal assistance incurred towards the temporary employment agency as a result of the principal's failure to comply with any of the aforementioned obligations, without prejudice to any other rights (of action) that the temporary employment agency may have towards the principal.

Article 15 Special exclusion of liability for damage and indemnification

1. The temporary employment agency is not liable towards the principal for any damage or loss that the temporary employees cause to the principal or to third parties.
2. The principal indemnifies the temporary employment agency against any liability (including the costs of legal representation) of the temporary employment agency as the employer of the temporary employee that ensues directly or indirectly from damage and losses that temporary employees cause to the principal or third parties.
3. The principal shall take out adequate insurance to cover this indemnification and the liabilities underlying it.
4. The temporary employment agency is not liable towards the principal for any obligations that temporary employees have entered into or that arise for them towards the principal or third parties, whether or not with the permission of the principal or those third parties.
5. The principal indemnifies the temporary employment agency against any liability (including costs, such as the actual costs of legal representation) of the temporary employment agency as the temporary employee's employer that directly or indirectly arises from obligations that temporary employees have entered into with or have arisen for the principal or third parties, whether or not with the permission of the principal or those third parties.

Article 16 Hourly remuneration and client rate

1. The temporary employee's hourly remuneration is determined for the term of the assignment in accordance with the regulations applicable under the law and the Collective Labour Agreement for Temporary Employees, including the job description that the principal provided when placing the assignment. If at any time it is determined that the position actually held by the temporary employee should result in a higher hourly remuneration then the temporary employment agency will correct the temporary employee's hourly remuneration and the principal's rate accordingly and the principal will owe the temporary employment agency the corrected rate from the time at which the position was changed.
2. If during an assignment the position of the temporary worker changes in the sense that it corresponds with work that has a lower classification, the hourly remuneration and the principal's rate will remain unchanged.
3. The provisions of paragraphs 1 and 2 do not affect the fact that the temporary employment agency and the temporary employee must have agreed to any change in the position in writing. To that end the Principal shall present a proposal for a change in position to the temporary employment agency and the temporary employee in a timely manner and obtain their written consent before implementing that change.
4. If the posting of a temporary agency worker ends but the temporary agency worker is replaced by another temporary agency worker with continuation of the assignment in respect of that other temporary agency worker, the basis as referred to in Paragraph 1 will be determined again and the user company's rate will be adjusted accordingly.

Article 17 Increase in the commissioning rate as a result of wage increases, charges and/or general costs.

1. The private employment agency shall be entitled to increase the principal's rate by the full or proportional amount arising from one or more of the following cost increases in relation to the temporary work assigned.
2. Increase of the hourly remuneration of the temporary agency worker as a result of an amendment to the Collective Labour Agreement for Temporary Agency Workers or to the wages regulated by it, or as a result of a government measure or binding regulation, or as a result of (the application of) any provision contained in the assignment and the associated conditions.
3. An increase in the costs associated with temporary work as a result of amendments to the Collective Labour Agreement for Temporary Agency Workers or as a result of a government measure or binding regulation governing the employment conditions of temporary agency workers in the general sense;
4. An increase in the costs relating to temporary work as a result of a change in the employer's share of social security contributions or other premiums and pension contributions to be paid by the temporary employment agency (including any increase in such premiums on the grounds of an increase in the risks covered);
5. An increase in the costs relating to the temporary work as a result of changes in the social security contributions and/or tax law or as a result of the introduction of new contributions or premiums by virtue of the law, the Collective Labour Agreement for Temporary Agency Workers or any binding regulations;

6. An increase in costs in the broadest sense of the word for the temporary agency worker or the private employment agency on account of work carried out abroad.

If the hourly remuneration and/or the client rate has/have been set too low for any reason attributable to the principal, the temporary employment agency will also be entitled to set the hourly remuneration and the client rate at the correct level with retroactive effect and to charge the principal for the amount that the principal has failed to pay as a result and the principal will be obliged to pay the amount owed in that respect immediately. This is without prejudice to any right of the temporary employment agency to bring other (additional) claims against the principal.

Article 18 Special minimum payment obligation

1. If the temporary employee reports at the agreed time and location to perform the work but the principal is unable to commence the temporary work the principal will at least be obliged to pay the temporary employment agency the principal's rate calculated in respect of three hours worked, without prejudice to the principal's other obligations towards the temporary employment agency.

2. In the event that, pursuant to the assignment, the scope of the agency work is less than 15 hours per week and the times at which the agency work must be carried out have not been set, or if the scope of the agency work has not been set or not unambiguously, the principal shall be obliged to pay the private employment agency at least the agency rate for each call, calculated on the basis of three hours worked, without prejudice to the principal's other obligations towards the private employment agency.

Article 19 Notes on timesheets

1. The temporary employment agency's invoices will be issued on the basis of the timekeeping records, also referred to as time sheets, signed for approval by the principal that are binding for the principal. The principal must return the time registration forms to the temporary employment agency at the latest in the week following the week in which the temporary employee is employed.

2. The principal is obliged to ensure or arrange for the obligation to ensure that the correct number of hours worked and overtime hours and, if requested, the agreed rate or job grade are clearly stated on the timesheets, that any columns which are not applicable are struck through and that the expenses actually incurred, if any, are entered truthfully. In this context, while performing the agency work the principal shall ensure that the number of hours and overtime worked does not exceed the number of hours and overtime hours agreed or adjusted in the assignment or subsequently. After checking, the principal signs the time registration form for approval.

3. In the event of any discrepancy between the time record form submitted to the temporary employment agency and the copy retained by the principal, the time record form submitted to the temporary employment agency for the account included in the invoice will constitute full evidence.

4. If the temporary employee disputes the principal's timekeeping records and the principal has not complied with the obligations contained in subsection 2 the temporary employment agency will be entitled to terminate the temporary employment contract in respect of the principal:

Either: the time(s) worked are deemed to be equal to the duration of the entire working week applicable to employees in the user company's service if the parties have not expressly deviated from this in the assignment in writing, stating the working time applicable by virtue of the assignment. In the latter case the temporary employment agency is entitled to set the time(s) worked at the duration of the entire working time agreed on in the assignment for the period in question.

Either: having an official from the temporary employment agency - having heard the temporary employee(s) and the relevant official(s) in the client's company as far as possible - determine the times worked in a manner that is binding on the parties.

5. Invoices will also or also be issued concerning the client's payment obligations arising from the provisions of the order and/or the General Terms and Conditions, but not related to a time registration form.

Article 20 Payment and consequences of non-payment

1. The principal will at all times be obliged to pay each invoice submitted by the temporary employment agency for temporary employees it sends out within 8 calendar days of the invoice being sent, unless it has agreed otherwise.

2. Only payments made to the temporary employment agency itself have a discharging effect. Payments made to temporary agency workers are prohibited and non-binding and can under no circumstances constitute grounds for debt sharing or setoff.

3. If an invoice from the temporary employment agency is not paid within eight calendar days of being sent, the principal will be in default by operation of law from that time, without any notice of default being required, and will owe interest on the outstanding amount of 1% per calendar month, with part of a month counting as a full month, unless otherwise agreed.

4. The copy or reprint of the invoice sent by the private employment agency that is in the possession of the private employment agency constitutes full evidence of the interest being due and of the date on which the interest calculation commences.

5. Complaints regarding any invoice must be submitted in writing to the temporary employment agency within seven calendar days of the date on which the invoice is sent. The burden of proof in respect of the timely submission of the complaint rests with the principal. After this period complaints will no longer be dealt with and the principal will have lost its right to complain. A complaint will not affect the payment obligation.

6. All collection costs, including the full costs of legal assistance, both in and out of court - by whomever provided - shall be borne entirely by the client. The compensation in respect of extrajudicial costs is fixed at 15% of the principal amount due including interest, with a minimum of € 113.45 per claim. As soon as legal assistance has been outsourced for collection by the temporary employment agency this fee will always be charged and owed by the principal without any further proof.

Article 21 Prevention of unacceptable discrimination

1. When recruiting and selecting temporary employees and supplying them to clients, the temporary employment agency will take account of the statutory provisions, the Collective Employment Agreement for Temporary Employees, the assignment and the applicable general and other conditions, and will only be guided by reasonable functional requirements.

2. To avoid making any unlawful distinctions, in particular on the basis of religion, personal beliefs, political affinity, gender, race or any other ground whatsoever, requirements that are not job-related shall not be stipulated by the principal or taken into consideration by the temporary employment agency when providing the information regarding the temporary work to be assigned.

Article 22 General compensation

If the principal fails to perform one or more of its obligations towards the temporary employment agency or the temporary employee ensuing from the assignment or from these General Terms and Conditions, the principal will be obliged towards the temporary employment agency to compensate the temporary employment agency for any damage (including costs, such as the costs of actual legal assistance) that the temporary employment agency is directly or indirectly caused as a result, without any notice of default being required. This provision is without prejudice to the temporary employment agency's right to bring any other claims against the principal, including the claim for compliance, and to take other legal measures, such as invoking dissolution. The provisions of this Article apply generally both in respect of conditions that already regulate the principal's obligation to pay compensation and in respect of conditions that do not. The present provision shall never derogate from the obligations arising from Article 8.

Article 23 Scope of the conditions

If one or more provisions of the assignment or these General Conditions prove to be invalid or cannot be applied legally, the assignment and the General Conditions shall remain in force for the rest. The provisions that are not legally valid or that cannot be legally applied shall be replaced by provisions in such a way that the replacement provisions are legally valid. Dutch law is applicable.

Article 24 Choice of forum

Any disputes arising from or related to a legal relationship between the parties to which these General Terms and Conditions apply shall be settled in the first instance only by the competent court in the district in which the temporary employment agency's head office is located.

Statutory provisions

The following is an extract of the legal provisions cited in the General Terms and Conditions.

Article 3:37 paragraph 1 of the Dutch Civil Code

Unless otherwise specified, statements, including announcements, may be made in any form and may be contained in one or more acts.

Article 6:108 BW

If a person dies as a result of an event for which another person is liable towards that person, that other person shall be obliged to pay compensation for loss of life:

- 1.1 To the deceased's legally separated spouse, registered partner and minor legal or natural children up to at least the amount of maintenance due to them under the law.
- 1.2 To other relations by blood or marriage of the deceased, provided that at the time of death the deceased was already providing for their sustenance in whole or in part or was obliged to do so by court order;
- 1.3 To those who lived in a family context with the deceased before the event giving rise to the liability and whose livelihood he provided in whole or in substantial part, insofar as it is plausible that this would have continued without the death and they cannot reasonably be expected to provide for their own livelihood;
- 1.4 To the person who contributed with the deceased by running the joint household, to the extent that he or she suffers loss or damage because the running of this household has to be provided for in another manner after his or her death.
- 1.5 Furthermore, the person liable is obliged to reimburse the person who has borne the costs of the funeral, insofar as they are in accordance with the circumstances of the deceased.
- 1.6 A person who is sued for damages under the preceding paragraphs may assert the same defence as he would have asserted against the deceased.

Article 7:658 BW

1. The employer is obliged to equip and maintain the rooms, equipment and tools in which or with which he performs the work in such a way, as well as to take such measures and provide such instructions for the performance of the work as are reasonably necessary to prevent the employee from suffering damage in the performance of his work.

2. The employer is liable to the employee for any damage suffered by the employee in the performance of his duties, unless he demonstrates that he has fulfilled the obligations referred to in paragraph 1 or that the damage is largely the result of intent or conscious recklessness on the part of the employee.

3. Subsections 1 and 2 and the provisions of Title 3 of Book 6 concerning the liability of the employer may not be derogated from to the detriment of the employee.

4. A person who in the exercise of his profession or business causes work to be performed by a person with whom he has no contract of employment shall be liable in accordance with subsections 1 to 3 for any damage suffered by such person in the exercise of his duties. The Subdistrict Court shall have jurisdiction to hear claims based on the first sentence of this paragraph.

Article 7:690 BW

A temporary employment contract is an employment contract under which an employee is made available by the employer to a third party in the framework of the execution of the employer's profession or business in order to perform work under the supervision and management of the third party by virtue of an assignment given by the third party to the employer.

Article 7:691 (2) BW

It may be stipulated in writing in the temporary employment contract that the contract ends by operation of law if the employee's posting by the employer with the third party referred to in Section 690 ends at the request of that third party.

If a clause as referred to in the previous sentence has been included in the temporary employment contract, the employee may terminate that contract without delay.