

General Terms and Conditions



Definitions

1. In these general terms and conditions the terms listed below have the following meaning:
 - **Recruitment Agency:** LÖGER Engineeronomics, trading under the name of LÖGER or LÖGER Engineeronomics is a sole trader under Dutch law.
 - **Client:** the counter-party with whom the Recruitment Agency has agreed upon an agreement for the provision of services.
 - **Candidate:** the natural person recruited and selected by the Recruitment Agency to fill the vacancy at the Client's company.
 - **Gross Annual Salary:** the salary and other emoluments on a full year and full-time basis employment (forty hours) during the first year in the employment of the Client.
 - **Introduction:** presentation of the Candidate's details by the Recruitment Agency to the Client. It is irrelevant whether the Client already knows the Candidate.
 - **Appointment:** an agreement between the Candidate and the Client regarding temporary or permanent employment or the provision of services for the Client, in the broadest sense.
 - **Agreement:** the agreement for the provision of services between the Client and the Recruitment Agency.
 - **Placement 'On Hold':** It in any way suspending of the intermediary agreement or intermediary activities by the Client with the Recruitment Agency in any manner.

Applicability general terms and conditions

2. **2.1** Any assignment(s) granted to LÖGER Engineeronomics will be accepted and executed only subject to applicability of these general terms and conditions and govern all (legal) relationships ensuing from these agreements. A client's assignment in which reference is made to the client's general terms and conditions will be accepted by or on behalf of LÖGER Engineeronomics only while explicitly rejecting the client's latter general terms and conditions. They have also been made available on www.loger-engineeronomics.com.
2.2 The Recruitment Agency reserves the right to unilaterally amend these general terms and conditions. An amendment will also apply in respect of agreements that were concluded prior to the amendment. An amendment will not enter into force until 14 days after the Client or the Candidate has been notified of the amendment. The notification has no prescribed form.
2.3 If one or more of the provisions contained in these general terms and conditions are null and void or nullified, the remaining provisions contained in these general terms and conditions will continue to apply in full. In such cases the Recruitment Agency and the Client will consult in order to agree on new provisions to replace the provisions that are null and void or that have been nullified, in which context the intention and purport of the original provision will be taken into consideration to every extent possible.

Exclusivity

3. The Agreement is not entered into under the condition of exclusivity, unless the parties agree otherwise, which must be confirmed in by Recruitment Agency. If the parties agree on exclusivity and the Client acts contrary to the agreed exclusivity the Client will owe a penalty that is due on call equal to the minimum fee referred to in Article 6 of these Terms and Conditions, without prejudice to the Recruitment Agency's right to recover the actual damage sustained if it exceeds the amount of that penalty.

Conclusion of the Agreement

4. **4.1** The manner in which the assignment for the provision of services is granted by the Client to the Recruitment Agency has no fixed form. The Agreement is concluded by acceptance of the Client's assignment for the provision of services, by the Recruitment Agency or by the acceptance of the Recruitment Agency's offer to provide services, by the Client.
4.2 After the Client has granted the Agreement, the Recruitment Agency will be entitled to use the Client's name and/or logo in order to support the provision of the services and promotion of the Recruitment Agency.
4.3 If after the Agreement with the Recruitment Agency has been concluded, the Client subsequently revokes the assignment and/or vacancy that it granted and/or places the assignment 'On Hold' for a period exceeding four weeks, and fundamentally changes the job profile or fills the vacancy with an internal Candidate who is already employed by the Client, the Client will owe the Recruitment Agency a cancellation fee. The amount of the cancellation fee per assignment or vacancy will be equal to one half of the minimum fee as referred to in Article 6 of these general terms and conditions.

Filling the Appointment

5. **5.1** If, pursuant to the Agreement between the Client and all companies affiliated in any manner to the Client and the Candidate proposed by the Recruitment Agency within 1.5 year of the first introduction, an agreement is concluded in which the Appointment is filled, the Client must, within five working days after the conclusion of the Agreement with the Candidate and/or the signing of the (employment) contract by the Parties, inform the Recruitment Agency in writing and the Client must send the Recruitment Agency the conditions of the Agreement in order for the Recruitment Agency to charge the Client the fee due referred to in Article 5 of these general terms and conditions. If the Client fails to do so, any right to the goodwill scheme referred to in Article 10 of these general terms and conditions will be void. To fill in the Appointment it is not important that this (may depend)/depends on successfully completing a trial period or that the proposed Candidate fills another Appointment than the Appointment he or she was introduced for by the Recruitment Agency.
5.2 An Appointment as described in Article 5.1 of these General terms and conditions will also be deemed to have been filled if the Appointment subsequently lapses after it has been filled by the relevant Candidate, and unless parties have agreed otherwise, the Client will pay an immediately due compensation in the amount of at least **[10]**% of the fee mentioned in Article 6, without prejudice to the Recruitment Agency's right to invoice the Client for a fee in accordance with Article 6 or Article 5.4.
5.3 In the event that the Client fails to inform the Recruitment Agency, in writing, within 5 working days after the agreement with the Candidate has been concluded, that the Appointment has been filled, the Client shall pay the Recruitment Agency a penalty immediately due and payable in the amount of at least **[10]**% of the fee mentioned in Article 6, without prejudice to the Recruitment Agency's right to invoice the Client for a fee in accordance with Article 6 or Article 5.4.
5.4 In the event that the Client, within five working days after the date of a written request to this effect from the Recruitment Agency, fails to send the Recruitment Agency salary data containing the Gross Annual Salary of said Candidate in order for the Recruitment Agency to (as yet) charge the Client the fee due – in accordance with Article 6 of these general terms and conditions, the Client shall pay the Recruitment Agency – due to a lack of information – a fixed fee in the amount of equal to the fee agreed between the Recruitment Agency and Client in case of placement + possible secondary costs related to the enforcement of the penalty.
5.5 The Client is not allowed, until 2 (two) year after the end of the Agreement to offer employees of the Recruitment Agency, or Candidates who have been introduced to the Client by the Recruitment Agency, an employment contract with the Client and/or to make an offer to conclude an agreement with the Client in any form, without the express written consent of the Recruitment Agency. In case of violation of this prohibition and/or the provisions of this Article, the Client shall pay the Recruitment Agency a penalty immediately due and payable in the amount of € irrespective of the Recruitment Agency's right to claim from the Client the damage it incurred and irrespective of the Recruitment Agency's right to claim performance of the provision of this Article.

Fee

6. **6.1** When the Appointment has been filled pursuant to the Agreement, a fee is payable by the Client over the relevant Candidate's Gross Annual Salary as described in Article 1, in accordance with the fees described in Article 6.2, in which context a minimum fee in the amount of EUR applies.

6.2 Gross Annual Salary Fee:

Payment

7. **7.1** When an Appointment has been filled, the Client will owe the fee referred to in Article 6 of these general terms and conditions.
- 7.2** Invoices must be paid within 14 calendar days of the invoice date. If that payment term is exceeded the Client will be in default by operation of law and will owe default interest at the statutory commercial interest rate that applies at that time pursuant to Article 6:119a of the Dutch Civil Code (in Dutch: "Burgerlijk Wetboek"). The Client is not entitled to any set-off or suspension.
- 7.3** The parties may make divergent payment agreements, which will be confirmed in the confirmation of Assignment and a divergent payment term can or will apply in that respect.
- 7.4** If the Client does not protest against the content of the invoice in writing within 5 calendar days after having been sent the Client will be deemed to have accepted the invoice and its contents.
- 7.5** Payment may be made only in cash or by transfer to the Recruitment Agency's bank account listed in the invoice.
- 7.6** If the payment term referred to in Article 7.2 and/or confirmed in the Confirmation of Assignment is exceeded the Client will no longer be entitled to invoke the goodwill scheme described in Article 10 of these general terms and conditions. Also, in the case of exceeding the payment term all other outstanding invoices/amounts immediately due and payable.
- 7.7** If the Client fails to make payment promptly and in full the Client will be obliged to reimburse the Recruitment Agency for any and all judicial and extra judicial costs related to collecting the claim, in which context extrajudicial costs will be equal to at least 15% of the amount overdue.
- 7.8** Payments made by the Client will always be applied first in respect of any and all interest and costs payable, and subsequently in respect of the invoices that have been outstanding the longest, even if when making payment the Client explicitly states that the payment relates to a later invoice.

Liability

8. **8.1** As from the time at which the Client makes an offer to the Candidate proposed by the Recruitment Agency to fill an Appointment it will be acting at its own risk and expense. The Recruitment Agency will not ask the Candidate for references or check such references unless the Client explicitly requests the Recruitment Agency to do so. The Client bears the ultimate responsibility to determine whether the Candidate is suitable and honourable and has the capabilities required to fill the Appointment. The Client is also responsible for determining whether any work permit or comparable permit is required and if so whether the Candidate has one. Finally, the Client must investigate whether the Candidate meets the medical requirements stipulated by the Client. The Recruitment Agency does not accept any liability whatsoever in respect of the foregoing.
- 8.2** The Recruitment Agency is not liable for any damage, loss or delay ensuing from an attributable breach, wrongful act or on any other ground unless there has been an intentional act or omission or willful recklessness on the part of the Recruitment Agency. The Recruitment Agency also is not liable for any damage, loss or delay caused by the Candidate.
- 8.3** Losses due to delays, consequential damage, loss of profit and loss of income also are not eligible for reimbursement.
- 8.4** In the event that in spite of the provisions contained in Articles 8.1 to 8.3 above the Client believes that it has a well-founded ground to hold the Recruitment Agency liable, the Client must immediately notify the Recruitment Agency of that alleged claim in writing, supported by documents and properly substantiated, on penalty of its rights lapsing. Without prejudice to the provisions contained in Article 6:89 of the Dutch Civil Code, the right to compensation from the Recruitment Agency will in any event lapse one year after the incident from which the damage ensued and for which the Recruitment Agency is allegedly liable.
- 8.5** Without prejudice to the provisions contained in Articles 8.1 to 8.3 above, any liability on the part of the Recruitment Agency will be limited to the amount paid out on the basis of its professional/business liability insurance policy in respect of the relevant case plus the amount of the excess that pursuant to the policy conditions is not for the insurers' account. Information regarding the professional/business liability insurance policy/policies taken out by the Recruitment Agency and the related coverage will be provided upon request.
- 8.6** If for any reason whatsoever the insurer referred to in Article 8.5 does not pay any benefits, any liability on the part of the Recruitment Agency will be limited to the amounts paid to the Recruitment Agency in the relevant calendar year for the work that it has performed for the Client, subject to a maximum of EUR

Duty of confidentiality

9. **9.1** The Client has a duty of confidentiality in respect of the information regarding the Candidates. Any and all information (in the broadest sense of the word) regarding Candidates is strictly confidential. If the Recruitment Agency sustains damage in any manner whatsoever as a result of the Client violating its duty of confidentiality, the Client will owe a penalty to the Recruitment Agency payable on demand in the amount of EUR for each violation, without prejudice to the Recruitment Agency's right to recover the damage actually sustained if it exceeds the amount of that penalty.
- 9.2** In the event that the Client communicates confidential information regarding a Candidate to a third party and that results in an employment contract or other agreement between that third party and the Candidate, the Client will owe the Recruitment Agency a fee equal to 35% of the gross annual salary of the Candidate during his or her first year of service at his new employer, inclusive of all fringe benefits.

End of Candidate's employment/goodwill scheme

10. **10.1** If a Candidate's employment ends within thirteen weeks after the commencement of employment because the Candidate chooses to stop or the Client terminates the contract with the Candidate or has it dissolved in that period because the Candidate has not performed satisfactorily – which the Client must substantiate with relevant documents – pursuant to the goodwill scheme the Recruitment Agency will refund the Client part of the fee that it has received, equal to 6% of the fee charged by the Recruitment Agency for each week that the Candidate has not worked during the period of thirteen weeks after the commencement of the Candidate's employment. This provision does not apply if the Candidate's unsatisfactory performance or the reason why the Candidate has stopped is attributable to the Client.
- 10.2** The Client must notify the Recruitment Agency in writing in respect of the provisions contained in Article 10.1 within five calendar days as from the date of the termination or submission of the request for dissolution of the Candidate's employment contract to the Cantonal Division of the District Court, or the date on which a termination agreement is signed by mutual consent, stating the cause of the Candidate's stopping or the Candidate's unsatisfactory performance.
- 10.3** After the term referred to in Article 10.2 has expired the Client's right to invoke the goodwill scheme referred to in Article 10.1 will lapse. The Client will bear burden of proof in respect of the Recruitment Agency's being informed in writing within the term stipulated.
- 10.4** If the situation referred to in Article 10.1 arises, this will not entitle the Client to suspend any payment obligation under the Agreement, nor will the Client be entitled to set off any amount.

Applicable law and disputes

11. **11.1** All Agreements between the Recruitment Agency and the Client are exclusively governed by Dutch law, even if the Agreement has an international character.
- 11.2** Any disputes – including disputes that only one of the parties deems to be such – arising between the Client and the Recruitment Agency in connection with this Agreement or the agreements ensuing from it will be exclusively resolved by the competent judge of the District Court of Amsterdam, the Netherlands.
- 11.3** Notwithstanding Article 11.1 and 11.2, the Recruitment Agency is entitled to file proceedings against the Client (or Candidate) before the competent judge of the residence or place of business of the Recruitment Agency (or Candidate).