



General Delivery Conditions Derks & Derks Secondment & Interim B.V.

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Article 1. Definitions

- 1.1 In these general terms and conditions a client is considered to be any natural person or legal entity to whom an offer and/or order confirmation is addressed by Derks & Derks Secondment & Interim B.V., to whom one or more persons are seconded by Derks & Derks Secondment & Interim B.V. and/or with whom Derks & Derks Secondment & Interim B.V. enters into an agreement.
- 1.2 In these general terms and conditions a 'seconded person' is considered to be any person employed by DDSI and/or mediated by DDSI to work for a client of DDSI., on behalf of DDSI.

Article 2. Applicability of these terms and conditions

- 2.1 These terms and conditions are applicable to all offers issued by Derks & Derks Secondment & Interim B.V. concerning the selection and secondment of one or more seconded persons for the benefit of a client, unless explicitly agreed on otherwise with Derks & Derks Secondment & Interim B.V. in writing.
- 2.2 Any referral by a client to his own general terms and conditions is hereby explicitly excluded by Derks & Derks Secondment & Interim B.V.
- 2.3 Deviations from these general terms and conditions and/or additional conditions are only applicable if agreed on in advance with Derks & Derks Secondment & Interim B.V. in writing.
- 2.4 The deviations and/or additions agreed on in writing referred to in paragraphs 1 and 3 of this article are considered to be agreed on for no other agreement than the agreement to which they pertain. For each new or successive agreement, any deviation from these general terms and conditions must again be agreed on in writing.

Article 3. Offers

- 3.1 All offers are entirely free of obligations, unless explicitly agreed on otherwise.
- 3.2 In the event that a special quotation has been issued to a client, an agreement is considered to be effected the moment the client has accepted the offer in question in writing, unless Derks & Derks Secondment & Interim B.V. withdraws the offer without having executed the agreement.
- 3.3 All other agreements, equally if and to the extent that they have been entered into by intermediaries, whether or not employed by Derks & Derks Secondment & Interim B.V., are considered to be effective only if they have been confirmed by Derks & Derks Secondment & Interim B.V. or a person explicitly authorised for that purpose in writing or by oral agreement, or if they have been executed without prior order confirmations.
- 3.4 Seconded persons offered by Derks & Derks Secondment & Interim B.V. may not be employed directly by a client, any of its affiliated companies or any third party without a prior written agreement to that effect first being entered into with Derks & Derks Secondment & Interim B.V.

Article 4. Assignment of personnel

- 4.1 Seconded persons who are to be assigned to a client at the client's request are selected by Derks & Derks Secondment & Interim B.V. on the basis of the information known to Derks & Derks Secondment & Interim B.V. about the seconded person on the one hand and the information provided by the client concerning the tasks to be performed on the other.



Article 5. Competition and taking over

- 5.1 A client is entitled to employ a seconded person at the end of an assignment. Derks & Derks Secondment & Interim B.V. in that case is to be paid 33% of the agreed annual wages by the client, based on a full-time appointment and regardless of the factually agreed employment relationship, if the total duration of the secondment period has not exceeded 12 months.
- 5.2 The provisions of the first paragraph are applicable up to 12 months following the last day on which the seconded person in question was introduced to a client by Derks & Derks Secondment & Interim B.V.
- 5.3 Any breach of the provisions of the first two paragraphs of this article will result in an immediately due and payable penalty being imposed on the client by Derks & Derks Secondment & Interim B.V. to the amount of € 10,000 per breach plus € 1,000 for each day that the breach continues to exist, without prejudice to the right of Derks & Derks Secondment & Interim B.V. to demand full compensation from the client.
- 5.4 If a client wishes to employ or otherwise have a person seconded by Derks & Derks Secondment & Interim B.V. perform tasks for him without the involvement of Derks & Derks Secondment & Interim B.V., the client will be obliged to first submit a written request to that effect to Derks & Derks Secondment & Interim B.V. In that case an appropriate amount to be paid by the client to Derks & Derks Secondment & Interim B.V. will be established in mutual consultation, following the payment of which a written approval will be issued by Derks & Derks Secondment & Interim B.V. to both the client and the seconded person in question.
- 5.5 For the duration of the agreement, the seconded person works exclusively for the client, unless agreed on otherwise.

Article 6. Payment

- 6.1 Unless agreed on otherwise, payments are to be effected within 14 days of the invoice date, net present value, without deductions of any kind and in prevailing Euro currency, by transfer into a bank or giro account designated by Derks & Derks Secondment & Interim B.V.
- 6.2 The invoiced amounts are not in any way considered for suspensions and/or settlements on the part of a client.
- 6.3 If the invoiced amounts have not been received by Derks & Derks Secondment & Interim B.V. within 14 days of the invoice date, Derks & Derks Secondment & Interim B.V. retains the right to extend the agreed term of secondment.

Article 7. Default

- 7.1 If a client fails or partially fails in the full or timely settlement of his payment obligations towards Derks & Derks Secondment & Interim B.V., or if the client's assets are attached, or if the client is granted a moratorium, or if a petition for the client's bankruptcy is filed, the full amount owed by the client to Derks & Derks Secondment & Interim B.V. becomes immediately due and payable, regardless of any other previous agreements concerning the term of payment. The client in these cases is in default without any notice of default being required.
- 7.2 The amount owed by the client to Derks & Derks Secondment & Interim B.V. is increased by a default interest of 2% per month or part of the month, calculated as from the invoice date until the date on which payment has been made in full.
- 7.3 In the event that Derks & Derks Secondment & Interim B.V. is obliged to submit an unpaid invoice for collection by a third party (lawyer, bailiff, debt collection agency), Derks & Derks Secondment & Interim B.V. will be entitled to charge the client for compensation on account of costs incurred



by Derks & Derks Secondment & Interim B.V. to the amount of at least 15% of the invoice amount (with a minimum of € 250.-) plus administrative costs to the amount of € 30.-.

Article 8. Time recording

- 8.1 The client is obliged to adequately record all the hours worked by the person(s) seconded to the client by Derks & Derks Secondment & Interim B.V.
- 8.2 A choice between weekly or monthly time recordings can be made by mutual agreement. The client is obliged to submit the time recordings to Derks & Derks Secondment & Interim B.V. on the first working day following the end of the weekly or monthly period.

Article 9. Sickness, holidays and other impediments

- 9.1 In the event of sickness, holidays, leave and the like on the part of the person(s) seconded to the client by Derks & Derks Secondment & Interim B.V., the latter will be obliged to inform the client about the reason and duration of the impediment in question as soon as possible after the impediment has become known.
- 9.2 If, in the event of an impediment on the part of a seconded person, the client makes it known that he wishes to have an equivalent replacement at his disposal, Derks & Derks Secondment & Interim B.V. will do everything possible to provide such a replacement as from the third week of the impediment occurring on the part of the first-mentioned seconded person.
- 9.3 In the event of an impediment on the part of the seconded person, the client will not be entitled to any compensation other than the best efforts obligation referred to in paragraph 2.

Article 10. Client duty of care and indemnification towards Derks & Derks Secondment & Interim B.V.

- 10.1 The client is obliged to organise and maintain the spaces, tools and instruments in or with which he performs his tasks as well as take all the necessary measures and issue all the necessary instructions for those tasks to be performed in such a way as to prevent the seconded person from sustaining injured.
- 10.2 The client is liable towards Derks & Derks Secondment & Interim B.V. for, and therefore obliged to compensate, any injury sustained by the seconded person while performing his tasks, unless the client can prove that he has observed the obligations referred to in paragraph 1 of this article or if the injury is significantly attributable to intentional or reckless behaviour on the part of the seconded person.
- 10.3 In the event that the seconded person sustains such injury while performing his tasks as to lead to his death, the client, in accordance with Book 6, Article 108 of the Dutch Civil Code, will be obliged to compensate any loss sustained by the persons referred to in that article and as well as Derks & Derks Secondment & Interim B.V., unless the client can prove that he has observed the obligations referred to in paragraph 1 of this article or if the injury is significantly attributable to intentional or reckless behaviour on the part of the seconded person.
- 10.4 The client hereby at all times indemnifies Derks & Derks Secondment & Interim B.V. against claims filed against Derks & Derks Secondment & Interim B.V. for any failure on the part of the client to observe the obligations referred to in paragraph 1 of this article, and authorises Derks & Derks Secondment & Interim B.V. to assign its claims in the matter directly to the immediate interested party/parties or, in part on behalf of Derks & Derks Secondment & Interim B.V., enforce them against the client.
- 10.5 The client is obliged to provide an adequate, fully comprehensive liability insurance against all direct and indirect damages referred to in this article.



- 10.6 The client is obliged to provide Derks & Derks Secondment & Interim B.V. with all the necessary information concerning the required professional qualifications of a seconded person well as a current Hazard Identification and Risk Assessment (RIE) containing specific details about the position to be taken up by the seconded person, all this in a timely fashion, that is before commencement of the assignment. Derks & Derks Secondment & Interim B.V. is obliged to pass on the aforesaid information and documentation to the seconded person.

Article 11. Termination

- 11.1 Without prejudice to its right to demand compliance, Derks & Derks Secondment & Interim B.V. in the cases referred to in article 7.1 equally has the right to suspend the execution of any current agreements or fully or partially, such at the discretion of Derks & Derks Secondment & Interim B.V., terminate all agreements with the client without legal intervention by means of a written statement drawn up to that effect, all this to the extent that such a suspension or termination is justified by the surrounding circumstances.
- 11.2 The termination of a contract renders all mutual obligations immediately due and payable. The client is liable for loss incurred by Derks & Derks Secondment & Interim B.V., including lost profit and costs sustained, if the reason for termination can be attributed to the client.

Article 12. Force Majeure

- 12.1 Derks & Derks Secondment & Interim B.V. cannot be held liable for any failure to perform, or the incorrect or untimely performance of, a granted assignment if the underlying reason cannot be attributed to Derks & Derks Secondment & Interim B.V. or arises from a circumstance of Force Majeure in its broadest interpretation. Circumstances of Force Majeure are also considered to include: defects occurring in administration, telephone communications and the like which are not attributable to Derks & Derks Secondment & Interim B.V., war, riot, epidemics, natural disasters, fire and other calamities, transport problems, strikes, blockades, lockouts and governmental measures, to the extent that these circumstances are of direct consequence for assigning the seconded person(s) to the client.
- 12.2 As soon as a circumstance referred to in paragraph 1 occurs, Derks & Derks Secondment & Interim B.V. will inform the client of that occurrence.
- 12.3 If compliance is temporarily impossible due to a circumstance referred to in this article, Derks & Derks Secondment & Interim B.V. will be entitled to suspend execution of the agreement until such time when the circumstance leading to Force Majeure no longer exists. If compliance is not possible for a period of two months or longer, the provisions of article 13 will be applicable. Derks & Derks Secondment & Interim B.V. in that case will not be obliged to pay compensation of any kind.

Article 13. Liability

- 13.1 Save for mandatory legal provisions, and with due regard for rules of law concerning reasonableness and fairness, Derks & Derks Secondment & Interim B.V. is not obliged to pay for damages of any kind, whether direct or indirect, sustained by the seconded person or caused to property or persons at or of the client or a third party if resulting from the unilateral termination by and an act or omission on the part of the seconded person, the client himself or a third party, including the seconded person assuming obligations.
- 13.2 Any liability for direct damages on the part of Derks & Derks Secondment & Interim B.V. is in each case and for each occurrence limited to 50% of the amount invoiced or to be invoiced in question.



Derks & Derks Secondment & Interim B.V. can never be held liable for indirect damages, including consequential damage.

- 13.3 The client is obliged to provide an adequate, fully comprehensive liability insurance against all direct and indirect damages referred to in paragraph 1 of this article.
- 13.4 The client in any case is obliged to indemnify Derks & Derks Secondment & Interim B.V. against any possible claims filed by the seconded person and third parties for compensation for the damages sustained by the seconded person or third parties referred to in paragraph 1 of this article.
- 13.5 The limitations of liability laid down in paragraphs 1 and 2 of this article expire if a situation of intent or gross negligence exists on the part of Derks & Derks Secondment & Interim B.V. and/or its managerial staff.
- 13.6 Derks & Derks Secondment & Interim B.V. at all times retains the right, if and to every extent possible, to remedy any damages sustained by the client. This also includes the right of Derks & Derks Secondment & Interim B.V. to take measures for the prevention or limitation of damages.

Article 14. Cancellation

- 14.1 If an agreement is cancelled by the client, the client will be obliged to immediately pay Derks & Derks Secondment & Interim B.V. a penalty amounting to 30% of the amount which the client would have had to pay upon correct execution of the agreement, without prior notice of default being required and without prejudice to the right of Derks & Derks Secondment & Interim B.V. to demand compliance, termination and/or full compensation.

Article 15. Limitation

- 15.1 Any right of action vested in the client by virtue of an agreement governed by these terms and conditions will, save for mandatory legal provisions, expire upon the lapse of one year, counting from the date on which the tasks were or would have had to be completed.

Article 16. Disputes

- 16.1 All disputes arising from the agreements and the corresponding general conditions entered into by the parties as well as all thereto fully or partially relating disputes are governed by Dutch law. If a translation of these terms and conditions has been used, only the Dutch text will be binding.
- 16.2 To the extent that the aforesaid disputes are to be settled by court, they will in the first instance be settled by the competent court of the district in which Derks & Derks Secondment & Interim B.V. has its registered office.