



maastricht university
employment agency

General Terms and Conditions of Delivery

These General Terms and Conditions of Delivery are a translation of the original Dutch version, which can be found at our website www.interum.eu. In case of discrepancy, the Dutch version will prevail.

The Dutch version of the Terms and Conditions of Delivery have been filed with the Chamber of Commerce Zuid-Limburg under KvK-number 14058669

Article 1. Applicability

- a. These terms of delivery are applicable to all offers, assignments and agreements of InterUM BV, as far as these are applicable to the providing of employees to clients to perform activities for these clients.
- b. The client with whom these terms have been contracted, is considered to implicitly agree with the applicability of them on a later with InterUM BV agreed posting contract.
- c. Deviation from these terms of delivery agreements is only legal when confirmed in writing by InterUM BV.

Article 2. Definitions

- a. 'InterUM BV': the legal person, providing employees to clients to perform activities for these clients, hereafter to be called InterUM.
- b. 'Employee': any natural person, who by intervention of InterUM performs activities or will perform activities for a client.
- c. 'Client': any natural or legal person, who, by intervention of InterUM, provides himself with employees, as mentioned under b.
- d. 'An assignment': the agreement between InterUM and client, based on which an employee performs activities for this client by intervention of InterUM.

Article 3. Tenders

Every by InterUM offered tender is optional, unless the opposite is explicitly stated in a personally addressed written tender.

Article 4. Selection

- a. With the selection of candidates, InterUM tries to be very accurate. The client shall provide InterUM accurate information about the job or position, working hours, the number of hours to be worked, work, place of work and working conditions relating to the employee as well as information about the envisaged duration of the contract. InterUM shall correlate this information provided by the client with the roles, capacities and availability for assignment of the employees qualifying for temporary work. On this basis InterUM shall do its best to determine which employee shall be assigned under the contract.
- b. In case of nomination of an employee by a client, this client is obligated to provide InterUM with correct and complete information about the employment history of the candidate. InterUM does not accept any responsibility when incorrect or incomplete information can lead to legal obligations.

- c. The client is obliged to ensure before or immediately after the start of the activities that the employee meets the expectations. InterUM does not accept any responsibility if the employee does not meet the expectations.

Article 5. Working hours and overtime

- a. The working hours are to be decided between the client and the employee. InterUM can never be held responsible for this by the client.
- b. When activities are performed on unusual working hours (per day or per week) and the client has clearly stated when this is the case and which overtime percentages apply, we speak of 'overtime'. All expenses for InterUM in which the overtime results, will be charged to the client.

Article 6. Discharge client

InterUM protects the client from claims of the Belastingdienst (Dutch Tax Authorities) and UWV.

Article 7. No responsibility for damage

- a. InterUM is never responsible for any damage or losses of the client or third parties caused by InterUM employees.
- b. Concerning the employee client shall behave like it befits a good employer according to the legal obligations.
- c. The client shall indemnify InterUM against all possible claims of the employee concerning acting or nonperforming of the employee. The client also discharges InterUM for any claims of a third party in case of damage caused by an employee during his work.
- d. InterUM is also not responsible for any connections, which employees from InterUM made, or which have been realized in any other way, with or without clients permission, with a third party.

Article 7a. Security guaranty and complete discharge InterUM

Regarding the management and supervision of the employee and in regard to the actual performance of the work concerned, the client shall conduct with the same care as is obliged to exercise in relation to its own employees.



maastricht university
employment agency

Article 7b. Safety guarantee and indemnification

- a. The client shall have the places in which, or the implements and tools with which it has the employee carries out work, equipped and maintained. Regarding work to be carried out by employee, the client takes measures and issue instructions such as are reasonably necessary in order to prevent the employee from suffering damage, in the broadest sense of the word, in the course of his or her work. The client indemnifies InterUM against any claims brought against it by the employee that are based on these provisions.
- b. Before the temporary work begins the client shall provide information to InterUM and to the employee about the occupational qualification required of the employee, as well as a document containing the specific description of the job the employee will carry out.
- c. If the employee sustains a company accident or occupational illness, the client shall inform the competent authorities immediately and ensure forthwith that a report is drawn up describing the circumstances of the accident or illness in such a manner that a reasonable degree of certainty can be gained whether and to what extent the accident or illness was the result of the fact that inadequate measures had been taken to prevent such a company accident or occupational illness.
- d. The client shall compensate the employee for all damage (including the actual costs of legal assistance) that the employee suffers in carrying out his or her temporary employment, unless the client proves that the obligations listed in paragraphs a., b. and c. above have been complied with in their entirety, or that the damage is to a significant degree the result of intent or deliberate recklessness on the part of the employee. If the company accident results in death, the client is obliged to compensate for damage the persons referred to in Section 6:108 of the Dutch Civil Code (including costs together with the actual costs of legal assistance) under the conditions listed in this regard in conformance with this statute.
- e. The client shall compensate the employee for all damage (including actual costs of legal assistance) that the employee suffers as a result of any item used by and belonging to him or her in the scope of the work he or she is instructed to perform. The client shall indemnify InterUM against all claims in this regard.
- f. The client shall take out adequate liability insurance to cover all eventualities listed in the provisions of paragraphs a. through e. above.

Explanation of Article 6b

The client's attention is drawn to the fact that in the Working Conditions Act it qualifies as the 'employer' of the employees in its enterprise, and for this reason must (also) comply with the rules laid down in respect of these employees by or in pursuance of this Act. Under the Working Conditions Act the client must, before any temporary work commences, also provide a so-called working conditions document [arbodocument] to INTERUM, who must pass on this document to the employee in question.

Section 7:658 (4) of the Dutch Civil Code prescribes that an employee can make a direct claim against the client for any damage suffered as a result of a company accident.

Article 8. Invoices based on time sheets

- a. In case of a fixed hours contract the worked hours will be invoiced according the agreed number of hours per week.
- b. In case of an employment contract with deferred performance obligation, InterUM's invoices will be based on declarations of hours worked approved by the client, which are binding for the client. By approving these declarations, the client ensures that the correct number of hours and overtime, as well as all other information is stated clearly and that any expenses incurred are listed truthfully. The client shall keep an accorded copy of the declaration of hours worked for its own records.
- c. In the event of any difference between a declaration of hours worked received by InterUM and the copy of it, the declaration received by InterUM shall constitute full proof of the amount owed as stated on the invoice.
- d. If an employee disputes the content of the client's time sheet and the client fails to meet the obligations laid down in paragraph b., InterUM is entitled:
 1. either:
to fix the amount of time worked at the number of hours worked in one full working week applicable to employees on the client's payroll. If, however, the parties have expressly and in writing departed from this in the contract, InterUM is entitled to fix the amount of time worked at the full number of hours agreed in the contract for the period in question.
 2. or:
to fix the number of hours worked at the number declared by the employee, unless the client is able to prove that such declaration is incorrect and InterUM is able to obtain the evidence in a timely manner and may use it in full both in and out of court.
- e. If the client fails to fulfill his obligations specified in paragraph b, InterUM is entitled in a way to be determined by her, taking all circumstances into account, to reasonably calculate the bill.

Article 9. Payment and consequences of default in payment

- a. The client is obliged at all times to pay every invoice submitted by InterUM within fourteen calendar days of the invoice date. If an invoice is not paid within this period, from that moment the client is in default by operation of law and shall owe interest at the rate of one per cent per month, part of a month counting as a full month. The client is not permitted to suspend or set off any payment.
- b. Debts can only be discharged by payments made to InterUM. Neither payments nor advances paid to employees are binding, nor can they at any time constitute grounds for redeeming or setting off debts.
- c. A duplicate or copy of any invoice sent and possessed by InterUM counts as full proof of the indebtedness of interest and the date from which interest is payable.



maastricht university
employment agency

- d. Any complaint about an invoice must be submitted to InterUM within ten calendar days of the invoice date. Following this period the client's right to complain lapses. However, a client is not permitted to invoke suspension or set-off of its obligation to make payment if it submits such complaint.
- e. All collection costs shall be borne entirely by the client. Compensation for out-of-court costs is fixed at 15% of the principal sum owed, including interest, at a minimum of € 500 for each debt. Once legal assistance is engaged by InterUM or once InterUM has referred the debt for collection, such compensation shall be charged without any further proof being furnished and shall be payable by the client.

Article 10. Entering into an employment relationship with the employee

- a. In the provisions in this article, entering into an employment relationship with an employee is taken to mean:
 - the client entering into an employment relationship, an agreement for contracting for work and/or a contract for services with the employee;
 - a third party (e.g. another temporary employment agency) assigning the employee in question to the client;
 - the employee entering into an employment relationship with a third party, whereby the client and that third party are affiliated within a group.
- b. In the provisions of this article, an employee is also understood to mean
 - an aspirant employee who is registered with InterUM;
 - an employee (or aspirant employee) who is presented to the client;
 - an employee whose assignment is terminated three months before entering into the employment relationship with the client.
- c. The client is only entitled to enter into an employment relationship with an employee if and to the extent that the following provisions of this article are complied with.
- d. The client shall inform InterUM in writing if it intends entering into an employment relationship with an employee before actually carrying out such intention.
- e. The client shall not enter into an employment relationship with an employee if and where the employee cannot have the employment contract with the InterUM terminated legally or has not already done so legally, or if and where the client cannot have the contract with InterUM terminated legally or has done so legally.
- f. If in conformance with the provisions laid down above in paragraphs c. through e. the client within six months following commencement of the assignment enters into an employment relationship with the employee for the same or another job or position, the client shall owe InterUM the following payment:
If the employment relationship with the employee commences after the employee has been assigned payment of 20% of the most recently applicable client rate for the employee in question for a period of six months, starting from the assignment date.



maastricht university
employment agency

In this article the term 'working weeks' is taken to mean weeks in which the employee has been working for the client under the terms of the contract. The client shall also owe the payment referred to in this paragraph if within three months of the assignment to the client having ended the employee applies for a job or position with the client either directly or through third parties, or if within three months of the assignment to the client having ended the client approaches the employee either directly or through third parties, and based on this the client enters into an employment relationship with the employee in question.

- g. If through the intermediary services of InterUM the employee is presented to a possible client and this possible client enters into an employment relationship for the same or another job or position before the assignment is established, this possible client shall owe payment of 15% of the client rate that would have been applicable to the employee in question for a period of six months if the assignment had actually been established. The client shall at all events owe this payment if the client initially came into contact with the employee through the intermediary services of InterUM. Furthermore, if within three months of a contact having been established the employee applies for a job or position with the client either directly or through third parties or if within three months of such contact having been established the client approaches the employee either directly or through third parties, and based on this the client enters into an employment relationship with the employee, the client shall owe the payment referred to in the first sentence of this paragraph.
- h. If the client enters into an employment relationship with the employee during the term of a contract that may not be terminated prematurely, then the client is obliged to pay the agreed client rate for the employee in question for the remaining duration of the contract. In addition, the client must make the payment referred to in paragraph f. of this article.
- i. The client rate, as referred to in various paragraphs of this article, is calculated for the most recently applicable or normal number of hours or hours' overtime worked in each period (e.g. week, month etc.) laid down by the contract or general terms and conditions, as if the contract had been formed or not terminated, at a minimum of 20 hours per week.

Article 11. Working abroad is not allowed

The client is not allowed to let the employee work abroad, without informing InterUM explicitly and without her permission. Before permission InterUM needs to be informed about the country and city where the worker will be working and the size of the project. Client will be obliged to send the worker back to The Netherlands as soon as InterUM withdraws her permission.



maastricht university
employment agency

Article 12. Prohibition on or conditions governing suspension of the employment of employees

- a. The client is not entitled to suspend the employment of an employee temporarily, unless otherwise agreed in writing.
- b. If it is agreed that the client is entitled to suspend the employment of an employee temporarily while the contract remains in effect, and the employee is temporarily without work or the client is unable to employ the employee temporarily, then the client shall not owe the client rate for the duration of such suspension.
- c. If the client is not entitled to suspend employment of the employee temporarily, but the client temporarily has no work for the employee or is unable to employ the employee, then for the duration of the contract in question the client is obliged to pay InterUM the full client rate for the most recently applicable or normal number of hours or hours' overtime worked in each period (e.g. week, month etc.) laid down by the contract.

Article 13. Hourly wage and client rate

- a. For the duration of the contract the employee's hourly wage shall be fixed in conformance which wage shall also depend on the job description that the client provides with the contract. If at any moment it is determined that the actual job (or modified job) performed by the employee should result in payment of a higher hourly wage, then InterUM shall correct the employee's hourly wage and the client rate correspondingly.
InterUM is in any case entitled to adjust the client rate during the term of a contract if the hourly wage of an employee is raised and/or by reason of any (one-off) obligatory special benefit(s) owed to employees that is/are chargeable to the client. InterUM is in any case entitled to raise the client rate if the costs of temporary work increase as a result of amendments to or in consequence of acts of law and/or legislation, including amendments to or in consequence of social and tax acts of law and legislation.
- b. If through any cause attributable to the client the hourly wage and/or rate has been fixed at a level that is too low, then InterUM is entitled – even with retroactive effect – to adjust the hourly wage and the client rate to the correct level. InterUM may also charge the client for any resulting shortfall in payment as well as any associated costs incurred by the InterUM.

Article 14. Intentions

InterUM is allowed to adjust anything to which InterUM is forced by the government or any other comparable organization, even if this only applies to InterUM, and will not be responsible.

If requested InterUM will provide the client with a copy of the Employment Conditions InterUM. In case any subject is not described in this regulation, client and InterUM will search for a connection in the articles of this regulation.

InterUM will, considering the articles mentioned above, tries her utmost to serve the client at her best.