

General Terms and Conditions of Sigma Personeelsdiensten B.V.

A. Definitions

In these general terms and conditions, the following terms are defined as stated below:

1. Documents: all information or data made available to the Contractor by the Client, whether or not placed with third parties, as well as all data produced or collected by the Contractor in the context of the execution of the Agreement, as well as all other information relevant to the execution of the Agreement.
2. Seconded Persons: the Employees seconded to the Client under the Agreement.
3. Employee: a natural person or legal entity employed by or associated with the Contractor, whether or not on the basis of an employment contract.
4. Client: the contracting party of the Contractor.
5. Contractor: Sigma Personeelsdiensten B.V., also trading under the name 'Schipper'.
6. Agreement: the contractual relationship between the Client and the Contractor.
7. Parties: the Client and the Contractor collectively.

B. Applicability of the general terms and conditions

1. These general terms and conditions apply to all existing and future Agreements, unless the Parties agree otherwise in writing.
2. Deviations from and additions to these general terms and conditions are valid only when explicitly agreed on in writing. If these general terms and conditions and the quotation/order confirmation signed by the Client contain mutually contradictory provisions, the provisions included in the quotation/order confirmation will apply.

C. Quotations

1. A quotation issued by the Contractor is valid for 30 days, unless stated otherwise in the quotation. Quotations can be revoked by the Contractor up to 5 working days after acceptance by the Client.
2. Quotations by the Contractor are also based on the information provided by the Client. The Client guarantees that this information is correct and provides a complete picture of what the execution of the order will entail.

D. Formation of the Agreement

1. An Agreement is only concluded and commences the moment the quotation signed by the Client has been received by the Contractor and the Contractor has not revoked the thus accepted quotation within 5 working days of receipt, or the moment the order confirmation signed by the Parties has been received by the Contractor, or the moment the Contractor has effectively started executing the order given by the Client.
2. Verbal and/or telephone agreements are only binding for the Contractor if the Contractor has confirmed these agreements in writing.
3. Each Agreement is entered into for an indefinite period of time, unless the Parties have agreed otherwise in writing.

4. Notwithstanding the provisions of Sections 7:404 and 7:407, subsection 2 of the Dutch Civil Code, all Agreements are accepted and executed by the Contractor only.
5. The Agreement is concluded for an indefinite period of time, unless it is entered into for a fixed term as a result of the content, nature or essence of the order given.

E. Execution of the Agreement

1. The Contractor will execute the Agreement to the best of his ability and with due observance of the applicable laws and (professional) regulations.
2. The Contractor determines the manner in which the Agreement will be executed and by which Employees, but takes the wishes of the Client into account as much as possible. The Contractor has the right to have certain activities executed by third parties without (prior) notification to the Client.
3. The Client hereby irrevocably authorises the Contractor to hire third parties in his name to perform work under the Agreement.
4. The Contractor and his Employees will observe secrecy with regard to all matters of the Client that become known to them during the Agreement.
5. If the Client asks that services be performed at his premises, the Client will provide effective/representative workspace, a telephone and/or Internet connection free of charge.

F. Details of the Client

1. The Client is obliged to promptly provide all Documents which the Contractor deems necessary, or which the Client should reasonably understand to be necessary for the correct execution of the Agreement, in the form and manner desired by the Contractor. However, the Client is at all times free to physically deliver Documents. The Client guarantees the completeness and correctness of the Documents provided, even if they originate from third parties.
2. The Client indemnifies the Contractor against damage, including third-party claims, which is the result of incorrect or incomplete Documents.
3. The Contractor is entitled to suspend execution of the Agreement until the Client has fulfilled his obligations referred to in this article.
4. The extra costs and hours incurred by the Contractor, as well as any other damage suffered by the Contractor due to the Client's failure to provide the Documents necessary for the execution of the Agreement or his failure to do so in time or correctly, are at the expense and risk of the Client.
5. If and insofar as the Client so requests, the Documents made available by the Client will be returned to him at his expense, except in the situation referred to in Article O.

G. Working conditions and working hours Seconded Persons

1. The Client is regarded as the employer of Seconded Persons within the meaning of the Working Conditions Act. Because of this capacity, the Client is obliged to have the activities of Seconded Persons take place with due observance of the requirements laid down by or pursuant to that law.

2. For that reason, the Client will comply with all applicable safety requirements with regard to the areas in which and with regard to the items on which or with which the Seconded Persons work or which the Seconded Persons can use.
3. If the Client has not or not sufficiently fulfilled his obligations as stated in the first two paragraphs of this article, he is liable for damage suffered by Seconded Persons. The Client will indemnify the Contractor against claims by Seconded Persons pursuant to Section 7:658 of the Dutch Civil Code.
4. The Contractor will give the Client the right to have Seconded Persons work for him during the agreed number of hours per week, according to the Client's usual working hours. Unless the Parties agree otherwise in writing, the working hours will always be from Monday to Friday between 08:00 and 18:00. If Seconded Persons are deployed on a part-time basis, the Client must take into account the most efficient use of the hours, i.e. full days or full mornings/afternoons.

H. Ban on taking over Seconded Persons and other Employees

1. During the term of the Agreement and for a period of 12 months after termination of the Agreement, the Client and his affiliates are not permitted to enter into an employment relationship with Seconded Persons and other Employees in an (in)direct manner without the prior written consent of the Contractor.
2. In the event of a violation of the provisions of the first paragraph of this article, the Client owes the Contractor an immediately due and payable penalty of € 30,000 per violation, without prejudice to the Contractor's right to claim full compensation instead of a fine or fines, insofar as the damage effectively suffered exceeds the stipulated fine(s).

I. Intellectual property

1. The execution of the Agreement by the Contractor does not imply that the intellectual property rights that accrue to the Contractor are transferred to the Client. All intellectual property rights that arise during or from the performance of the Agreement accrue to the Contractor.
2. The Client is expressly prohibited from reproducing, publishing or exploiting products (including products of the mind) in which the Contractor's intellectual property rights are incorporated, or products encumbered with intellectual property rights with regard to the use of which the Contractor has acquired rights of use.
3. The Client is not permitted to make the products referred to in the previous paragraph available to third parties without the Contractor's prior written consent, other than to obtain an expert opinion regarding the execution of the Agreement by the Contractor.

J. Financial reward

1. The Contractor's fee does not depend on the outcome of the order given to the Contractor, is calculated with due observance of the Contractor's usual rates, and is owed – unless the Parties have agreed on a fixed fee – to the extent that the Contractor has performed work for the Client.

2. The Contractor's fee does not include the costs that the Contractor charges to the Client, such as expenses, invoices from third parties hired by the Contractor and the like.
3. The Contractor is entitled to increase the rates he uses in current Agreements at the beginning of each calendar year, on the basis of price and wage indices, unless this possibility is expressly excluded in the Agreement.
4. Before the start of his work and in the interim, the Contractor has the right to suspend the performance of his work until the Client has paid an advance for the work to be performed – determined in all reasonableness and fairness by the Contractor – or has provided security for this.

K. Payment

1. The Contractor's invoices are payable within 30 days of the invoice date. Settlement by the Client for whatever reason is excluded.
2. If the Client has not paid within the term referred to in the previous paragraph, he will be in default by operation of law and the Contractor will be entitled to charge the Client statutory commercial interest until the day of full payment, without prejudice to the Contractor's other rights.
3. If the Client fails to fulfil any obligation under an Agreement, the Client will be liable for all costs reasonably incurred by the Contractor in order to ensure that the Client still fulfils his obligations. Extrajudicial costs are deemed to amount to at least 15% of the total amount claimed, excluding the extrajudicial costs themselves. However, if the Client is a natural person who does not act in the course of his profession or business, the extrajudicial collection costs will be calculated with due observance of the "Extrajudicial Collection Costs (Fees) Decree" of 27 March 2012. Any payments made by the Client will first be applied to settle all costs payable, then to settle any interest due and then to settle any invoices that have been outstanding longest, even though the Client states that the payment relates to a (subsequent) invoice or the interest.
4. In the event of a jointly given instruction, the Clients are jointly and severally liable for payment of the Contractor's invoices, insofar as the work has been carried out in favour of the joint Clients.

L. Complaints, due dates and terms

1. Complaints with regard to work performed and/or an invoice sent must be submitted in writing to the Contractor within 14 days of completion of the work and/or the dispatch date of the invoice to which the complaint relates. If the Client demonstrates that he could not reasonably have discovered the defect earlier, a complaint must be submitted within 14 days of discovery of the defect.
2. If the Client has not made a complaint in time, the Client will lose all possible rights and powers with regard to defects in the work performed and/or invoice sent that have not been reported in time.
3. A complaint, as referred to in the first paragraph of this article, does not suspend the Client's payment obligation.

4. Rights of action and other powers of the Client, of whatever nature in connection with the execution of the Agreement, will in any case expire one year after the time that the Client became aware of or could reasonably have been aware of the existence of these rights and powers.
5. Terms within which work must be completed by the Contractor can only be regarded as a strict deadline if this has been expressly agreed in writing between the Parties.

M. Liability and indemnity

1. The Contractor is not liable for damage suffered by the Client, of whatever nature, caused by the fact that the Client has provided the Contractor with incorrect and/or incomplete Documents and/or by means of electronic means of communication. If and insofar as the Client suffers damage because Documents have been provided at the request of the Contractor by means of electronic means of communication, and this damage is attributable to the Contractor, the Contractor will not invoke this provision.
2. The Contractor is not liable for any form of consequential damage, including but not limited to loss of profit, lost savings and damage due to business interruptions.
3. The Contractor is only liable towards the Client for damage that is the direct result of a (related series of) attributable shortcomings in the execution of the Agreement.
4. The Contractor's liability will be limited to the amount paid out by the Contractor's liability insurers, increased by any excess to be borne by the Contractor under his liability insurance. If for whatever reason, no payment is made under the liability insurance, the Contractor's liability will in any case be limited to the amount charged for the execution of the Agreement. If the Agreement concerns an agreement with a term of more than one year, the latter amount will be set at the amount charged to the Client in the 12 months prior to the damage arising.
5. At the Client's written request, the Contractor will send a copy of the policy (conditions) to the Client.
6. If engaging third parties, the Contractor will exercise due care at all times. However, the Contractor is never liable for any shortcomings of these third parties.
7. Even if damage related to the execution of the Agreement gives rise to a claim that is not based on the Agreement, the Contractor can invoke the provisions of these general terms and conditions and the Agreement.
8. The limitations of liability included in this article do not apply if and insofar as there is intent or wilful recklessness on the part of the persons charged with the management of the Contractor's business.
9. The Client will indemnify the Contractor against claims brought by third parties (including Employees and third parties hired by the Contractor) who suffer harm in connection with the execution of the Agreement as a result of the acts or omissions of the Client or any unsafe situations in his business or organisation.
10. The Contractor indemnifies the Client against all claims by Seconded Persons regarding wages and/or perquisites.
11. In addition to the Contractor, Employees and third parties hired by the Contractor in the context of the Agreement can also rely on the stipulations in these general terms and conditions and in the Agreement.

N. Force majeure

1. If the Contractor is unable to fulfil his obligations under the Agreement, or is unable to fulfil them in time or properly, as a result of a cause that cannot be attributed to him, including illness or absence of Employees and technical failures, those obligations will be suspended until the Contractor is able to fulfil these obligations in the agreed manner after all.
2. The Contractor is further entitled to claim force majeure if the circumstance that prevents the (continued) compliance arises after the Contractor should have fulfilled his obligation.
3. If the period during which the Contractor is unable to fulfil his obligations due to force majeure continues for more than one month, the Client and the Contractor will be authorised to dissolve all or part of the Agreement in writing with immediate effect, without any obligation to pay compensation. However, the Contractor retains the right to compensation for the work performed up to that point. However, if the Client is a natural person who does not act in the course of his profession or business, the extrajudicial collection costs will be calculated with due observance of the “Extrajudicial Collection Costs (Fees) Decree” of 27 March 2012.

O. Right of suspension

The Contractor is authorised, after careful consideration of interests, to suspend the fulfilment of his obligations, including the delivery of Documents or other items to the Client or third parties, until all his due and payable claims have been paid in full by or on behalf of the Client.

P. Termination

1. If the Agreement has been entered into for a fixed period of time, it will be tacitly extended for a period of 1 year, until the Agreement is terminated in writing by one of the Parties, with due observance of a notice period of 3 months, with effect from the then-applicable end date.
2. If the Agreement has been entered into for an indefinite period of time, the Parties may at all times (prematurely) terminate the Agreement in writing with due observance of a notice period of 3 months.
3. Contrary to the provisions of paragraphs 1 and 2 of this article, the Contractor may terminate the Agreement immediately in writing if the Client is declared bankrupt, is granted a suspension of payments or is otherwise unable to meet his payment obligations.
4. At the Client's request, the Contractor will cooperate with the transfer of work upon termination of the Agreement, except in the situation referred to in Article O. All costs associated with the transfer of work will be reimbursed by the Client to the Contractor.

Q. Applicable law and choice of forum

1. The Agreement is governed by Dutch law.

2. All disputes related to the Agreement will be settled exclusively by the competent Dutch court.

R. Translations and changes

1. In the event of inconsistencies between the Dutch wording of these general terms and conditions and translations thereof, the Dutch wording prevails.
2. The Contractor is entitled to change these general terms and conditions. Changes come into effect after announcement, at the announced time of entry into force.

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