

GENERAL TERMS AND CONDITIONS RECRUITMENT Rvdb

1. Definitions

Rvdb: Part of the private company RaymakersKayser Personeel en Organisatie BV, located in Amsterdam Zuidoost with its office at Hoogoorddreef 54P, 1101 BE, Chamber of Commerce number 32089287, hereinafter referred to as Rvdb.

Client: The party that is providing an assignment to Rvdb or that Rvdb is rendering services to.

Candidate: Any potential candidate whom Rvdb recruits and selects in view of an assignment.

2. Validity of General Terms & Conditions

2.1 These General Terms & Conditions are applicable to all agreements entered into between Rvdb and the Client and to all assignments or services which are rendered by Rvdb to the Client.

3. Establishment of Agreements

3.1 Agreements with Rvdb are established by written acceptance of the Rvdb proposal by the Client or, in the absence of a written rejection of the Rvdb proposal by the Client, by Rvdb executing or starting to execute the assignment.

4. Assignments

4.1 The execution of the assignment by Rvdb constitutes an obligation to perform to the best of its abilities.

4.2 Rvdb will execute the assignment on the basis of information provided by the Client.

5. Provision of Information and Co-Operation

5.1 The Client will provide to Rvdb all information relevant to the execution of the assignment in a timely and complete manner. The Client will also provide a reasonable level of co-operation which is necessary for Rvdb to execute the assignment.

6. Fees and Expenses

6.1 The client is obliged to pay a Search and Media Fee at the commencement of the assignment.

6.2 If a Candidate has been placed, a Recruitment Fee is due from the Client to Rvdb, based on the rate used by Rvdb.
The Client is obliged to pay the Recruitment Fee in case the Candidate has been placed within a period of 12 months after the presentation of the Candidate by Rvdb.

6.3 Travel expenses of Candidates, costs of assessments and psychological tests, advertisements, reference checks or services agreed separately, are not included in the Search & Media Fee nor in the Recruitment Fee and will be charged separately to the Client.

7. Payment Terms

7.1 The Search and Media Fee will be invoiced at the commencement of the assignment. The Recruitment Fee will be invoiced upon the signing of the Candidate's employment contract. Any costs incurred will be invoiced at the end of that particular month.

7.2 Payment of invoices by the Client is due within 14 days of the invoice date. Payments netting by the Client is not permitted.

7.3 In case of non-payment or late payment, the statutory interest to be calculated from the due date of the invoice, as well as any debt-collecting charges, will be at the expense of the Client.

8. Termination of Employment

8.1 In the event of termination of the Candidate's employment contract by the Client or Candidate before or within 6 months after the start of the Candidate's employment, Rvdb will restart the assignment at the Client's request for no additional charge. This only applies if the Client can prove that the Candidate does not fit the agreed job profile or that he/she is solely responsible for his/her underperformance.

9. Liability

9.1 If, during the execution of an assignment an event occurs that leads to a liability by Rvdb, that liability will be limited to the amount that is paid by Rvdb business liability insurance in such cases, plus the amount for own risk.

9.2 If, for whatever reason, the insurance does not give entitlement of any amount, the liability of Rvdb is limited to the amount of the assignment.

9.3 Notwithstanding the above provisions, in case of defects in the services rendered or deliverables by Rvdb, the Client will give Rvdb the opportunity to still deliver the correct performance. If Rvdb then renders the services correctly, no further damage claims or other sanction can be based on the initial default.

9.4 Rvdb is, except in cases of intent or gross negligence, not liable for indirect, non-material, business or consequential damages.

9.5 Any claims from the Client will be submitted to Rvdb as soon as possible after the damage is known, though at the latest within three months afterwards. Rights to any claims will expire one year after the claim has been known.

10. Confidentiality and Privacy

- 10.1 Rvdb will not disclose confidential information and details of the Client to third parties. With regard to the assignment Rvdb will take all possible precautions to protect the Client's interests.
- 10.2 The Client will ensure the privacy and interests of the Candidates.
- 10.3 The Client will not provide any reports or information about Candidates to third parties without prior written consent of Rvdb.
- 10.4 Rvdb is entitled to include the name of the Client in a list of business relations on the website, or published via other communications to third parties, unless the Client objects to that in writing.
- 10.5 With regard to an assignment or other agreement, there will be regular exchange of personal data, in particular of our candidates and/or our employees. The client and Rvdb are obligated to treat this data confidentially in accordance with GDPR/AVG and related legislation and regulations. If Rvdb (with approval of the candidate or employee) exchanges personal data with their client, the client will automatically be responsible for this data and also be obligated to destroy the data of candidates who are not continuing in the recruitment process.

11. Termination of Assignment

- 11.1 Parties are entitled to terminate a recruitment and selection assignment at any time with immediate effect by giving written notice to the other party.
- 11.2 The provisions of Article 6 sub 4 remain unaffected in the event of the termination of an assignment.
- 11.3 In case of termination of the assignment, the Search & Media Fee is still due by the Client and will not be refunded to the Client.

12. Applicable Law and Disputes

- 12.1 Any legal relationship between the Client and Rvdb is subject to Dutch law. Only the appointed Court in Amsterdam is authorised to take note of any dispute between Rvdb and the Client, unless Rvdb accepts the authority of another Court. In case of dispute, the parties will attempt to resolve the dispute through mediation by a NMI registered mediator before the case is brought to Civil Court.

Amsterdam Zuidoost, August 2018