

General Terms and Conditions for temporary workers

March 2022 version

General Terms and Conditions of Heroyam B.V., registered office at the Sassenstraat 53, 8011 PB te Zwolle. Heroyam B.V. is registered with the Chamber of Commerce under number 85832650.

Article 1 – Scope

1. These General Terms and Conditions apply to all offers, assignments and other agreements and other agreements Heroyam B.V. insofar as this relates to the provision of temporary workers to clients.
2. Any purchase of other conditions of the client do not apply.
3. Agreements deviating from these General Terms and Conditions only apply if agreed in writing with the management of Heroyam B.V.

Article 2 – Definitions

1. **Temporary employment agency:** Heroyam B.V., as referred to in Article 1, which makes temporary workers available to clients on the basis of an agreement.
2. **Temporary agency worker:** any natural person who has entered into an agency work employment contract as referred to in Section 7:690 of the Dutch Civil Code with the private employment agency, in order to perform work for a third party under the direction and supervision of that third party.
3. **Client:** any natural or legal entity who has a temporary worker perform work under his management and supervision in the context of an assignment as referred to in paragraph 4 of this article.
4. **Assignment:** the agreement between a client and the private employment agency pursuant to which a single temporary agency worker, as referred to in paragraph 2 of this article, is made available to the client by the private employment agency to perform work under its management and supervision, such against payment of the client rate.
5. **Posting:** the employment of a temporary worker in the context of an assignment.
6. **Agency clause:** the written provision in the employment agency and the temporary agency worker and/or in the Collective Labor Agreement, whereby the employment contract ends by operation of law when the posting of the temporary agency worker by the private employment agency to the client ends at the client's request (Article 7:691 paragraph 2 of the Dutch Civil Code).
7. **Collective Labor Agreement:** the Collective Labor Agreement for temporary workers, concluded between the *Algemene Bond voor Uitzendondernemingen (ABU)* on the one hand and FNV allies, *CNV Dienstenbond* and *De Unie* on the other.
8. **Client rate:** the rate owed by the client to the temporary employment agency, excluding surcharges, expense allowances and VAT. The rate is calculated per hour, unless stated otherwise.
9. **User company remuneration:** the legally applicable remuneration of an employee employed by the client who works in a position that is equal to or equivalent to the position that the temporary agency worker performs. According to the Collective Labor Agreement 2021-2023, the hirer's remuneration consists of the following elements:
 - a. The applicable wage in the scale
 - b. The applicable reduction in working hours (to be compensated in time or money at the discretion of the private employment agency)
 - c. Allowances for overtime, shifted hours, irregularity (including public holiday allowances) and shift allowances
 - d. Initial wage increases, amount and time as determined by the client
 - e. Expense allowances (insofar as the private employment agency can pay these free of payroll tax and premiums)
 - f. Periodicals, amount and time as determined by the client.
10. **Skilled Workers Scheme:** the specific provision(s) in the CAO applicable at the client, which relates to the remuneration (as referred to in paragraph 9) of skilled workers and which have been notified in writing to and approved by the parties to the Collective Labor Agreement for Temporary Employees and must therefore be applied (and) are with the relevant client with effect from the first day of the temporary worker's stay with the relevant client.
11. **Week:** The calendar week that starts on Monday at midnight and ends on Sunday at midnight.

Article 3 – The assignment and the provision

1. The assignment is entered into for a definite or indefinite period of time.
2. The assignment for a definite period is the assignment that is entered into:
 - or for a fixed period;
 - or for a certain period;
 - or for a specified period not exceeding a fixed period.The contract for a definite period ends by operation of law upon expiry of the agreed time or because a predetermined objectively determinable event occurs.
3. Termination of an assignment for an indefinite period of time must be made in writing with due observance of a notice period of 21 calendar days.
4. Premature termination of the assignment for a definite period of time is not possible, unless otherwise agreed in writing. If interim cancellation has been agreed, cancellation is possible with a notice period of 21 calendar days.
The cancellation must be made in writing.
5. Every assignment ends immediately due to dissolution at the time that one of the parties invokes the dissolution of the assignment because:
 - the other party is in default;
 - the other party has been liquidated;
 - the other party has been declared bankrupt or has applied for a moratorium. If the private employment agency invokes the dissolution on one of these grounds, the client's conduct on which the dissolution is based includes the client's request to terminate the posting. This does not lead to any liability on the part of the temporary employment agency for the damage suffered by the client as a result. As a result of the dissolution, the temporary employment agency's claims will be immediately due and payable.
6. The end of the assignment means the end of the posting. Termination of the assignment by the client means the client's request to the temporary employment agency to terminate the current posting(s) by the date on which the assignment has legally ended or on which the assignment has been legally dissolved..
7. If the agency clause applies between the temporary agency worker and the private employment agency, the posting of the temporary agency worker will end at the request of the client when the temporary agency worker reports that he is unable to perform the work due to incapacity for work. Insofar as necessary, the client is deemed to have made this request. The client will confirm this request in writing to the temporary employment agency upon request.
8. The posting ends by operation of law if and as soon as the private employment agency can no longer make the temporary agency worker available because the employment contract between the private employment agency and the temporary agency worker has ended and the employment contract is not subsequently continued for the benefit of the same client. In this case, the private employment agency General Terms and Conditions for the provision of temporary workers does not fail attributable to the client, nor is it liable for any damage suffered by the client as a result..
9. Assignments are entered into for work in the Netherlands. If the client intends to have the temporary worker perform work abroad, prior written permission from the private employment agency will be required. Any additional legal obligations and agreements are also recorded in the written permission.

Article 4 – Replacement and availability

1. The private employment agency is entitled to offer a replacement temporary worker during the term of the assignment. The client may reject such a proposal on reasonable grounds.
2. The private employment agency is at all times entitled to make a proposal to the client to replace a temporary worker made available by another temporary worker while continuing the assignment, with a view to the company policy or personnel policy of the private employment agency, retention of employment or compliance with applicable laws and regulations, in particular the redundancy directive for the temporary employment sector. The client will only reject such a proposal on reasonable grounds. The client will motivate any rejection in writing upon request.
3. The private employment agency will not fail attributable to the client and is not obliged to compensate the client for any damage or costs if the private employment agency does not (any longer) hire a (replacement) temporary worker for whatever reason, or at least not (any longer) can make available to the client in the manner and to the extent agreed upon with the order or afterwards.

4. If the worker is replaced by another worker, the hourly wage with regard to the replacement worker will be determined again on the basis as stated in Article 9 of these General Terms and Conditions and the client rate will be adjusted accordingly..

Article 5 – Right of suspension

1. The client is not entitled to temporarily suspend the temporary worker's employment in whole or in part, unless there is a case of force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
2. Contrary to paragraph 1 of this article, suspension is possible if: this is agreed in writing and the term is determined; and the client demonstrates that there is temporarily no work available or that the temporary worker cannot be put to work; and the private employment agency can successfully invoke the exclusion of the obligation to continue to pay wages under the CAO towards the temporary agency worker.
3. If the client is not entitled to temporarily suspend employment, but the client temporarily has no work for the temporary worker or cannot employ the temporary worker, the client is obliged to pay the client's rate in full to the temporary employment agency for the duration of the assignment. to be paid for the most recently applicable or usual number of hours and overtime per period (week, month, etc.) pursuant to the order.

Article 6 – Work procedure

1. Before the start of the assignment, the client provides the temporary employment agency with correct and complete information about the position, job requirements, applicable (industry) Collective Labor Agreement, hirer's remuneration, job classification, working hours, working hours, activities, workplace, working conditions and the intended term of the contract. the assignment.
2. The private employment agency determines, on the basis of the information provided by the client and the qualities, knowledge and skills of the temporary workers eligible for availability, which it proposes to the client for the performance of the assignment. The client is entitled to reject the proposed temporary worker, as a result of which the posting of the proposed temporary worker will not take place.
3. The private employment agency will not fail to comply with the client and is not obliged to compensate any damage, if the contacts between the client and the temporary employment agency prior to the possible assignment, including a concrete request from the client to make a temporary worker available for whatever reason not or not within the period desired by the client, lead to the actual posting of a temporary worker.
4. The private employment agency is not liable for damage as a result of the deployment of workers who do not appear to meet the requirements set by the client, unless the client submits a complaint to the temporary employment agency within a reasonable term after the start of the posting and proves intent or deliberate recklessness on the part of the private employment agency in the selection.

Article 7 – Working hours and working hours

1. The working hours and the working hours of the temporary worker at the client are recorded in the order confirmation, or otherwise agreed. The working hours, the working hours and the rest periods of the temporary agency worker are the same as the usual times and hours at the client, unless otherwise agreed. The client guarantees that the working hours and the rest and working times of the temporary worker comply with the legal requirements. The client ensures that the temporary worker does not exceed the legally permitted working hours and the agreed working hours.
2. Holidays and leave of the temporary agency worker are arranged in accordance with the law and the Collective Labor Agreement.
3. If the worker requires specific training or work instructions for the execution of the assignment, the hours that the worker spends on this training will be charged to the client as hours worked, unless otherwise agreed. The periods of absence required for other training are determined in consultation between the client and the temporary employment agency and, if possible, agreed upon at the start of the assignment.

Article 8 – Company closures and compulsory days off

1. When entering into the assignment, the client must inform the private employment agency about any company closures and collective mandatory days off during the term of the

assignment, so that the private employment agency can, if possible, include this circumstance in the employment contract with the temporary worker. If an intention to establish a company closure and/or collective mandatory days off becomes known after the contract has been entered into, the client must inform the temporary employment agency immediately after it has become known. If the client fails to inform the temporary employment agency in a timely manner, the client is obliged to pay the temporary employment agency in full the client's rate for the duration of the business closure for the most recently applicable or usual number of hours and overtime per period pursuant to the assignment and the terms and conditions.

Article 9 – Position and remuneration

1. Before the start of the assignment, the client will provide a description of the position to be performed by the temporary worker and the corresponding classification in the client's remuneration scheme.
2. The remuneration of the temporary agency worker, including any allowances and expense allowances, is determined in accordance with the Collective Labor Agreement (including the provisions regarding the hirer's remuneration, see paragraphs 4 and 6 below) and the applicable legislation and regulations, subject to on the basis of the job description provided by the client.
3. If at any time it appears that the job description and the accompanying classification do not correspond to the job actually performed by the private employment agency, the client will immediately provide the private employment agency with the correct job description with the corresponding classification. The temporary worker's remuneration will be determined again on the basis of the new job description. The position and/or grading can be adjusted during the assignment if the temporary agency worker makes a reasonable claim to this adjustment on the basis of legislation and regulations, the Collective Labor Agreement and/or the hirer's remuneration. If the adjustment leads to a higher remuneration, the private employment agency will correct the temporary worker's remuneration and the client rate accordingly. The client owes the temporary employment agency this corrected rate from the moment the actual position is performed.
4. Pursuant to the Collective Labor Agreement, the private employment agency is obliged to apply the hirer's remuneration from the first working day.
5. The client will inform the temporary employment agency in a timely manner and in any event immediately upon notification of changes in the user company remuneration and of established initial wage increases.
6. Overtime, work in shifts, at special times or days (including public holidays) and/or shifted hours are rewarded in accordance with the applicable regulations in the Collective Labor Agreement or – if applicable – the hirer's remuneration and are passed on to the client.

Article 10 – Proper management and supervision

1. With regard to the temporary worker, the client will behave in the same careful manner with regard to the temporary worker in the exercise of supervision or management, as well as with regard to the execution of the work.
2. The client is not allowed to 'on-lend' the temporary worker to a third party; that is, to make them available to a third party for the performance of work under the direction or supervision of this third party. On-lending also includes the making available of a temporary worker by the client to a (legal) person with whom the client is affiliated in a group (concern).
3. The client may only employ the temporary worker in derogation from the provisions of the order and conditions if the private employment agency and the temporary worker have agreed to this in writing in advance.
4. Employment of the temporary worker abroad by a client established in the Netherlands is only possible under the strict management and supervision of the client and for a definite period of time, if this has been agreed in writing with the temporary employment agency and the temporary worker has agreed to this in writing.
5. The client will compensate the temporary worker for the damage that he or she suffers because an item belonging to him that has been used in the context of the assigned work has been damaged or destroyed.
6. The temporary employment agency is not liable to the client for damage and losses to the client, third parties or to the temporary worker himself that arise from acts or omissions of the temporary worker.

7. The temporary employment agency is not liable to the client for obligations that temporary workers have entered into with or which have arisen for them towards the client or third parties, whether or not with the permission of the client or those third parties.
8. The client indemnifies the private employment agency against any liability (including costs including the actual costs of legal assistance) of the private employment agency as the employer of the temporary worker – directly or indirectly – with regard to the provisions referred to in paragraphs 5, 6 and 7 of this article. damages, losses and commitments.
9. Insofar as possible, the client will take out adequate insurance against liability under the provisions of this article. At the request of the temporary employment agency, the client will provide proof of insurance.

Article 11 – Working conditions

1. The client declares that he is aware of the fact that he is regarded as an employer in the Working Conditions Act.
2. The client is responsible towards the temporary worker and the private employment agency for compliance with the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations in the field of safety at the workplace and good working conditions in general.
3. The client is obliged to provide the temporary worker and the temporary employment agency with written information in good time, in any case one working day before the start of the work, about the required professional qualifications and the specific characteristics of the job to be filled. The client provides the temporary worker with active information regarding the Risk Inventory and Evaluation (RIE) used within his company.
4. If the temporary worker suffers an industrial accident or an occupational disease, the client will, if required by law, immediately inform the competent authorities and ensure that a written report is drawn up without delay. In the report, the facts of the accident are recorded in such a way that it can be concluded with a reasonable degree of certainty whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent the accident or the occupational disease. The client informs the private employment agency as soon as possible about the industrial accident or the occupational disease and submits a copy of the report drawn up.
5. The client shall compensate the temporary agency worker – and indemnify the temporary employment agency against – all damage (including costs including the actual costs of legal assistance) that the temporary worker suffers in the course of the performance of his work, if and insofar as the client and/or the private employment agency are liable for this pursuant to Section 7:658 and/or Section 7:611 of the Dutch Civil Code. If the industrial accident leads to death, the client is obliged to compensate the damage (including costs including the actual costs of legal assistance) in accordance with article 6:108 of the Dutch Civil Code to the persons referred to in that article.
6. The client will take out adequate insurance against liability on the basis of the provisions of this article. At the request of the temporary employment agency, the client will provide proof of insurance.

Article 12 – Liability of the client

1. The client who fulfils the obligations arising for him from these General Terms and Conditions, in particular the obligations as described in Articles 3 (paragraphs 5, 6, 7 and 9), 4 (paragraph 3), 6 (paragraph 1), 8 , 9 (paragraphs 1,2,3 and 6), 10 (paragraphs 1,2,3,4,5,8 and 9) 11 (paragraphs 2,3,4,5,6) 16 (paragraph 2), 19 (paragraph 1), 22 and 23 (paragraph 1) is obliged to compensate the temporary employment agency for all damage resulting therefrom (including all costs, including those of legal assistance), without prior notice of default being required, and he must if necessary, indemnify in this regard. This does not affect the fact that the private employment agency can institute any other claims, such as invoking dissolution. The provisions of this article apply in general, both – if necessary additionally – with regard to subjects where the obligation to pay compensation has already been separately arranged in these General Terms and Conditions and with regard to subjects where this is not the case.

Article 13 – Client rate

1. The client rate owed by the client to the private employment agency is calculated over the hours to which the private employment agency is entitled on the basis of the assignment and/or conditions and is always calculated at least over the hours actually worked by the

temporary agency worker. The client rate is multiplied by the allowances and increased by the cost allowances that the private employment agency owes the temporary worker. VAT is charged on the client rate, the surcharges and expense allowances

2. If at any time, in accordance with Article 6(1) and Article 9(4) of these terms and conditions, the hirer's remuneration has to be adjusted, the temporary employment agency will redetermine the temporary worker's remuneration and the client rate on the basis of the information provided by the client. regarding the job classification and user company remuneration. All elements of the hirer's remuneration applicable to the client are included in the remuneration and the client rate.
3. In addition to the case referred to in paragraph 2, the private employment agency is in any case also entitled to adjust the client rate during the term of the assignment if the costs of the temporary agency work increase: as a result of an amendment to the Collective Labor Agreement or the wages or amendments to the CAO and/or terms of employment scheme applicable at the client or the wages regulated therein; as a result of changes in or as a result of laws and regulations, including changes in or as a result of social and tax laws and regulations, the Collective Labor Agreement or any binding regulation; as a result of a (periodic) wage increase and/or a (one-off) compulsory benefit, arising from the Collective Labor Agreement, the Collective Labor Agreement applicable at the client and/or terms of employment scheme and/or legislation and regulations.
4. If, contrary to paragraphs 2 and 3 of this article, the client does not agree to payment of the adjusted client rate, this will include the client's request to terminate the posting.
5. Any adjustment of the client rate will be communicated to the client by the temporary employment agency as soon as possible and confirmed to the client in writing. If for any reason attributable to the client the remuneration and/or the client rate is/have been set too low, the temporary employment agency is entitled to adjust the client rate to the correct level retrospectively, with retroactive effect. The private employment agency can also charge the client for what the client has paid too little as a result and costs incurred by the temporary employment agency as a result.

Article 14 – Special minimum payment obligation

1. If the scope of the work to be performed by the temporary worker and/or the working hours have not been clearly established and the client does not give the temporary worker the opportunity to perform the agreed work, or does not give the temporary worker less than three (consecutive) hours per call, the client owes the private employment agency the client's rate per call for three or so many more hours as agreed.

Article 15 – Hiring temporary workers by the client

1. The client is entitled to enter into an employment relationship with a temporary worker, provided the conditions stated in this article are met.
2. The client who intends to enter into an employment relationship with the temporary worker shall inform the temporary employment agency of this in writing in good time before implementing this intention.
3. The client will not enter into an employment relationship with a temporary worker as long as the temporary employment contract between the temporary worker and the temporary employment agency has not been legally terminated.
4. If the client, in accordance with the provisions of paragraphs 1 to 3 of this article, enters into an agreement with a temporary worker, which is made available to him on the basis of an assignment for an indefinite period, before that temporary worker – on the basis of that assignment – has worked 1560 hours, the client owes the temporary employment agency a compensation amounting to 25% of the most recently applicable client rate for 1560 hours minus the hours already worked by the temporary worker – based on the assignment.
5. If the client enters into an employment relationship with a temporary worker who has been made available to him for a definite period of time, the client owes a fee in the amount of 25% of the most recently applicable client rate (calculated over the agreed or customary hours and additional / overtime) over the remaining duration of the assignment or – in the case of an assignment that can be terminated prematurely – over the notice period that has not been observed, on the understanding that the client always owes at least the compensation referred to in paragraph 4.
6. If the client enters into an employment relationship with a temporary worker in accordance with the provisions of paragraphs 1 to 5 above, the assignment between the client and the

private employment agency ends on the day on which that employment relationship commences.

7. If the client enters into an employment relationship with the temporary worker within 3 months after the latter's posting (irrespective of whether it was based on an assignment for a definite or indefinite period of time) to the client has ended, he will owe the compensation referred to in paragraph 4. This applies both in the event that the client has approached the temporary worker for this purpose – directly or through third parties – and when the temporary worker has applied for a job at the client – directly or through third parties.
8. If a (potential) client initially came into contact with a (prospective) temporary agency worker through the intermediary of the private employment agency, for example because he was introduced to him by the private employment agency, and that (potential) client within three months after the contact has been established an employment relationship with a (prospective) temporary agency worker enters into without the posting being effected, that potential client owes compensation of 25% of the client rate, which would have been applicable for the temporary agency worker concerned, for 1560 hours.
9. For the purposes of this article, entering into an employment contract with a temporary worker is understood to mean: entering into an employment contract, an agreement for the contracting of work and/or a contract for services between the client and the temporary worker for the same or different work. ; appointing the temporary worker as a civil servant for the same or different work; having the temporary worker concerned be made available to the client by a third party (for example another private employment agency) for the same or different work; entering into an employment relationship by the temporary worker with a third party for the same or different work, whereby the client and that third party are linked in a group or one is a subsidiary of the other.

Article 16 – Invoicing

1. Invoicing takes place on the basis of the time accounting method agreed with the client and furthermore on the basis of what has been determined in the order, by agreement or by these terms and conditions. Unless otherwise agreed in writing, time registration takes place by means of declaration forms approved in writing by the client.
2. The client and the temporary employment agency can agree that time registration will be done by means of a time registration system, an electronic and/or computerized system or by means of overviews drawn up by or for the client.
3. The client is responsible for correct and complete time records and is obliged to see to it or to ensure that the data of the temporary worker contained therein are stated correctly and truthfully, such as: name of the temporary worker, the number of hours worked overtime, irregular hours and shift hours, the other hours for which the client's rate is owed pursuant to the order and the conditions, any surcharges and any expenses actually incurred.
4. If the client provides the time sheet, he will ensure that the private employment agency has the time sheet available after the week worked by the temporary agency worker. The client is responsible for the manner in which time records are provided to the private employment agency.
5. Before the client submits the time registration, he will give the temporary worker the opportunity to check the time registration. If and insofar as the temporary worker disputes the information stated in the time sheet, the temporary employment agency is entitled to determine the hours and costs in accordance with the statement of the temporary worker, unless the client can demonstrate that the information stated by him is correct.
6. If time is recorded by means of declaration forms to be supplied by the temporary worker, the client will retain a copy of the declaration form. In the event of a difference between the declaration form submitted by the temporary worker to the private employment agency and the copy retained by the client, the declaration form submitted by the temporary worker to the private employment agency will serve as full proof for the settlement, unless the client provides proof to the contrary..

Article 17 – Payment

1. The client is obliged to pay any invoice from the temporary employment agency within 14 calendar days of the invoice date.
2. Only payments to the private employment agency have a liberating effect. Payments by the client to the temporary worker, under whatever title, are non-binding towards the temporary employment agency and cannot constitute grounds for debt cancellation or set-off.

3. If an invoice is not paid within the term referred to in paragraph 1, the client is legally in default from the first day after the expiry of the payment term and owes an interest of 1% on the outstanding amount, whereby part of a month is counted as a full month. The invoice sent to the client in the possession of the private employment agency or copy of the private employment agency shall serve as full proof of the interest being owed and the day on which the interest calculation commences.
4. If the client disputes the invoice in whole or in part, he must report this to the temporary employment agency in writing within fourteen calendar days of the invoice date, stating the precise reasons. After this period, the client's right to dispute the invoice lapses. The burden of proof regarding timely dispute of the invoice rests on the client. Disputing the invoice does not release the client from its payment obligation.
5. The client is not authorized to set off the invoice amount, regardless of whether he disputes this, against a counterclaim, whether justified or not, and/or to suspend payment of the invoice.
6. If, in the opinion of the private employment agency, the financial position and/or payment record of the client gives cause to do so, the client is obliged to provide an advance payment and/or adequate security at the written request of the private employment agency, by means of a bank guarantee, pledge or otherwise, for its obligations towards the private employment agency. Security can be requested for both existing and future obligations, an advance only for future obligations. The size of the requested security and/or the requested advance must be in proportion to the size of the relevant obligations of the client.
7. If the client does not provide the advance referred to in paragraph 6 or does not provide the requested security within the term set by the temporary employment agency, the client will be in default without further notice of default being required and the temporary employment agency is therefore entitled to suspend its obligations or to invoke the dissolution of all assignments from the client.
8. All judicial and extrajudicial (collection) costs incurred by the temporary employment agency as a result of the client's failure to comply with its obligation under this article will be fully borne by the client. The compensation for extrajudicial costs is fixed at 15% of the principal due, including VAT and interest (with a minimum of E250 per claim), unless the temporary employment agency has demonstrably incurred more costs. The fixed fee will always be owed by the client as soon as the client is in default and will be charged without further proof.

Article 18 – Best efforts obligation and liability

1. The private employment agency is obliged to make every effort to carry out the assignment properly. If and insofar as the private employment agency fails to comply with this obligation, the private employment agency is obliged, with due observance of the provisions of paragraphs 2 and 3 below and the provisions elsewhere in the General Terms and Conditions, to pay compensation for the direct damage suffered by the client as a result, provided that the client submits a written complaint to the temporary employment agency as soon as possible, but no later than three months after the damage has arisen or becomes known, demonstrating that the damage is the direct result of an attributable shortcoming on the part of the temporary employment agency.
2. Any liability of the temporary employment agency arising from the assignment is limited to the client rate to be charged by the temporary employment agency to the client for the execution of the assignment, such for the agreed number of working hours and the agreed duration of the assignment, up to a maximum of three months. The maximum amount to be paid out by the private employment agency will in no case exceed the amount to be paid out by the insurance.
3. The temporary employment agency's liability for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption, is excluded in all cases.

Article 19 – Intellectual and industrial property

1. At the request of the client, the private employment agency will have the temporary agency worker sign a written statement in order to ensure or promote – insofar as necessary and possible – that all intellectual and industrial property rights to the results of the temporary worker's work accrue, respectively (will) be transferred to the client. If the private employment agency owes the temporary agency worker a fee in connection with this or otherwise has to incur costs, the client owes the temporary employment agency an equal fee or equal costs.

2. The client is free to enter into an agreement directly with the temporary worker or to submit a statement to him for signature with regard to the intellectual and industrial property rights referred to in paragraph 1. The client informs the private employment agency of its intention to do so and provides the private employment agency with a copy of the agreement/declaration drawn up in this regard.
3. The temporary employment agency is not liable towards the client for a fine or periodic penalty payment that the temporary worker forfeits or for any damage suffered by the client as a result of the temporary worker invoking any intellectual and/or industrial property right

Article 20 – Confidentiality

1. The private employment agency and the client will not provide any confidential information from or about the other party, its activities and relations, which has come to their knowledge as a result of the assignment, to third parties, unless – and in that case in so far as – provision of that information is necessary. to be able to properly perform the assignment or if they have a legal obligation to disclose.
2. At the request of the client, the private employment agency will oblige the temporary agency worker to observe secrecy with regard to everything that becomes known or becomes known to him during the performance of the work, unless the temporary agency worker is legally obliged to disclose.
3. The client is free to directly oblige the temporary agency worker to observe secrecy. The client informs the private employment agency of its intention to do so and provides the private employment agency with a copy of the statement/agreement drawn up in this regard. The temporary employment agency is not liable for a fine, penalty or any damage suffered by the client as a result of the temporary worker's violation of this duty of confidentiality.

Article 21 – Client verification and retention obligation

1. The client to whom a foreign national within the meaning of the Foreign Nationals (Employment) Act is made available by the private employment agency, expressly declares that it is familiar with Article 15 of this Act, which means, inter alia, that at the start of the work by a foreign national, the client should receive a copy of the document, as referred to in Article 1 of the Compulsory Identification Act, from the foreign national. The client is responsible for a careful check of the aforementioned document and on the basis of this establishes the identity of the foreign national and records a copy of the document in its records. The private employment agency is not responsible or liable for any fine imposed on the client under the Foreign Nationals (Employment) Act.

Article 22 – Prevention of intolerable discrimination

1. To prevent unauthorized discrimination, in particular on the basis of religion, belief, political opinion, sex, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or any other ground, requirements that are not job-relevant when providing information regarding the work to be assigned cannot be set by the client, nor are they taken into account by the private employment agency.

Article 23 – Participation

1. The client is obliged to give the temporary worker who is a member of the works council of the private employment agency or of the works council of the client the opportunity to exercise these participation rights in accordance with legislation and regulations.
2. If the temporary agency worker exercises co-determination in the client's company, the client shall also owe the client's rate for the hours in which the temporary agency worker performs work during working hours or follows training in the context of exercising co-determination.

Article 24 – Use of website(s) and/or database(s)

1. No part of our websites may be reproduced, transferred, distributed, published or stored without the written permission of Heroyam. Modification of the content is expressly prohibited. Heroyam disclaims all liability to any party for any direct, indirect, special or consequential damages, or any other damages arising from the use of our website(s) or its content or associated applications, database, or the inability to use them. or from any other websites linked to our website via hyperlinks. The information provided on our website(s) can be changed at any time without prior notice or obligation, the same applies to access to (other) parts of or via these sites or applications from/via these sites. These terms and conditions

shall in all respects be exclusively and exclusively subject to Dutch law. If applicants or suppliers of (temporary) work provide Heroyam with data, they thereby give us explicit permission to use it to find (temporary) work or to fill vacancies. Heroyam treats this information confidentially. We only make them available to third parties for the purpose of finding (temporary) work or filling vacancies. It is expressly noted that all information entered via the sites or associated databases is the property of Heroyam. Heroyam reserves the right to block access to data and to block or permanently or temporarily remove the possibility to use or gain insight into data.

Article 25 – Disputes

1. All disputes arising from or related to a legal relationship between the parties to which these General Terms and Conditions apply will in the first instance be settled exclusively by the competent court of the district in which the private employment agency's head office is located.

Article 26 – Final provision

1. If one or more provisions of these General Terms and Conditions are null and void or destroyed, the assignment and the General Terms and Conditions will remain in force for the rest. The provisions that are not legally valid or cannot be legally applied will be replaced by provisions that correspond as closely as possible to the purport of the provisions to be replaced.