



## Terms and Conditions

General Terms and Conditions of all HuizingHarvest Holding B.V., HuizingHarvest B.V., HPA World B.V. and the trade names used by these companies, together named the HuizingHarvest group.

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## Article 1: Definitions

- HuizingHarvest: one or more operating companies of the HuizingHarvest group.
- Client: the counterparty of HuizingHarvest group.
- Assignment: activities HuizingHarvest agreed to perform for the counterparty.
- Project: a type of assignment in which HuizingHarvest itself is in charge of employees and hired third parties.
- Secondment: a type of assignment whereby the client is in charge of the work of the hired employee of HuizingHarvest
- Recruitment and Selection (R&S): a type of assignment to select and recruit a person for a position/vacancy in the company of the client.
- Employee: person who is contracted with HuizingHarvest.
- Candidate: person who is proposed to carry out a secondment assignment or is proposed regarding a R&S assignment.
- Execution period: period in which the assignment needs to be executed or needs to be delivered.
- Western European standards: With this term we mean that there are certain standards for the accommodation of employees. Such as at least: the availability of an own lockable room for sleeping, the availability of warm running water for showering and that food and beverages are available meeting food hygiene requirements such as correct preparation and correct storage temperature.
- Dutch Working Conditions Act: Dutch law about working conditions and safety at the workplace.

## Article 2: Scope

These general terms and conditions apply to all agreements between companies part of the HuizingHarvest group and its clients.

## Article 3: Relation between agreement and Terms and Conditions

When deviating or alternative arrangement(s) are made in an agreement regarding topics of these general terms and conditions the arrangement in the agreement prevail above the general terms and conditions in this document.

## Article 4: Quotations and conclusion of the agreement

- 4.1) All written quotations from HuizingHarvest have a validity period of thirty (30) days, starting from the day issued. The offer expires at the end of this period.
- 4.2) All amounts and prices quoted are exclusive of applicable taxes.
- 4.3) An agreement is in place at the moment an employee of HuizingHarvest, or a third party hired by HuizingHarvest, starts with the execution of the assignment, even though the written agreement has not yet been signed.
- 4.4) In the context of the above, the quoted prices apply above the prices in the agreement until the moment that the agreement is legally signed by the client and has been received for HuizingHarvest.



## Article 5: Agreement

- 5.1) Prior to the agreement, the client must provide HuizingHarvest with its Chamber of Commerce number and/or trade number and its VAT/GST number or other form of Tax identification number.
- 5.2) The agreements between HuizingHarvest and its clients have a duration/execution period of a predetermined time.
- 5.3) This specific time relates to a period in time and/or depends on the duration and completion of an assignment of which the variables/indicators are described in the agreement.
- 5.4) The execution period of the agreement will be extended/suspended at all times if this is caused by changed circumstances that could not have been foreseen by HuizingHarvest in advance. In this case, the client is obliged to pay the costs incurred by HuizingHarvest by the suspension/extension.
- 5.5) In the context of a R&S assignment, the client and HuizingHarvest determine the exclusivity period in advance and the client provides the income details associated with the vacancy within fourteen (14) days after receipt of the signed assignment confirmation/agreement.
- 5.6) HuizingHarvest and the client can prematurely terminate an agreement after they have reached agreement in writing about the conditions of premature termination.
- 5.7) An agreement is immediately prematurely terminated if the country in which the assignment needs to be carried out is given negative travel advice by the Ministry of Foreign Affairs.
- 5.8) An agreement between the client and HuizingHarvest will be terminated without legal intervention and without any notice at the time when:
  - Client is declared bankrupt;
  - Client requests provisional suspension of payment;
  - The client loses possession of its assets or parts thereof due to seizure of the client's property, placed under guardianship or otherwise;
  - If HuizingHarvest suspects that claims cannot be settled, the client must provide financial information on request that proves otherwise. If HuizingHarvest does not receive the information requested within a period of 8 days after request is made or the information provided is not enough to determine if the client can settle the claims, the agreement will be terminated. HuizingHarvest has the right to suspend work during the information provision period.
  - The client is in default with regard to the fulfillment of obligations, such as but not exclusively housing and food according to West-European standards and payment obligations, arising from the agreement and/or these general terms and conditions.
- 5.9) During the first month the client has the right to terminate the agreement with immediate effect if it turns out that a candidate does not meet the criteria to fulfill the secondment assignment because the candidate demonstrably does not meet the requirements that are required for a proper performance in the position. Termination of the agreement is not possible if HuizingHarvest does take care of replacing the candidate within ten (10) days. This section only applies when the candidate does an assignment for the first time for the client.



## Article 6: Cancellation

- 6.1) If, after concluding the agreement, the client cancels the agreement before HuizingHarvest starts with executing the assignment, the following fee apply:
- Zero (0) to five (5) business days before the start of the work, the client owes HuizingHarvest one hundred percent (100%) of the agreed assignment fee;
  - Six (6) to ten (10) business days before the start of the work, the client owes HuizingHarvest fifty percent (50%) of the agreed assignment fee;
  - At eleven (11) business days or longer before the start of the work, the client owes HuizingHarvest twenty-five percent (25%) of the agreed assignment fee.
- 6.2) In case of cancellation the assignment fee is calculated as follows:
- Secondment assignment: the predetermined period/number of hours times the agreed hourly rate;
  - Project assignment: the predetermined number of hours/days times the agreed hourly / daily price.

## Article 7: Execution of the assignment

- 7.1) In the context of executing the assignment, HuizingHarvest is free to assign any employee or to hire a third party that HuizingHarvest deems able to carry out the work.
- 7.2) The client commits itself to ensure that all employees of HuizingHarvest, or hired third parties by HuizingHarvest, are able to carry out the assignment undisturbed and that the facilities required by, but not limited to, the Dutch Working Conditions Act and regulations are available.
- 7.3) Client ensures that employees of HuizingHarvest, or hired third parties by HuizingHarvest, are not exposed to hazardous substances and circumstances, such as rotating and sharp parts of machines and suchlike, whereby it has been established that legal safety provisions have been violated. In such case the client is accountable for any damage or injury.
- 7.4) If employees of HuizingHarvest, or hired parties by HuizingHarvest, have to stay overnight at client premises or when the client organizes a place to stay, then this premises/place to stay and the food (hygiene) must be in accordance to Western European standards.
- 7.5) An assignment is considered to be completed when the agreed execution period has come to an end or the client has approved the executed work and/or the report within the framework of a project. The delivered product or service is also considered approved when the delivered product has been taken into use by the client.
- 7.6) Without prior written permission of HuizingHarvest the client is not permitted to hire out an HuizingHarvest employee, or hired third party by HuizingHarvest, to another party. If client does hire out HuizingHarvest personnel, or hired third party by HuizingHarvest, to another party the complete profit margin made in this matter needs to be transferred to HuizingHarvest.
- 7.7) The client must take care of all permits, exemptions and other rules that are necessary to perform the work. If HuizingHarvest has to arrange permits for a project by itself, HuizingHarvest takes the client's specification for this as a starting point.



## Article 8: Changes in assignment

- 8.1) The execution period of the agreement will be extended if, according to HuizingHarvest, this is necessary due to additional work or if additional time is needed to ensure correct delivery/complete the service. The client is obliged to pay the costs for additional work and/or a longer execution period to HuizingHarvest.
- 8.2) Changes to the assignment result in additional or less work if one of the following issues occurs:
- A change in the design or specifications by the client;
  - The information provided by the client does not correspond to the situation as encountered by HuizingHarvest;
  - The estimated amount deviates more than ten percent (10%). Deviation may be in a number of pieces, time and other units of measurement in which the assignment is predefined.
- 8.3) Additional work will be calculated on the basis of price-determining factors such as hours, materials and suchlike which apply at the time the additional work is performed. In the case of less work, this is settled on the basis of the price-determining factors that applied at the time of conclusion of the agreement.

## Article 9: Guarantee

- 9.1) In the context of a R&S assignment or secondment assignment, HuizingHarvest gives no guarantee about the suitability of the candidate(s) selected by HuizingHarvest and selected by the client. The client indemnifies HuizingHarvest against all claims for damage and injuries caused by the shortcomings of the chosen candidate(s). Nevertheless, in case of a R&S assignment HuizingHarvest commits itself to make an effort to recruit and select suitable candidates for the benefit of the client.
- 9.2) The following warranty conditions apply to a project assignment:
- a. HuizingHarvest guarantees a correct execution of the agreed performance for a period of six (6) months after delivery. If in the agreement a different duration has been agreed upon, then the duration agreed also applies to the subsequent sections of this article.
  - b. No guarantee is given for delivered goods, equipment or machinery that were not new at the time of delivery as far as this has been made known to the client. This can be secondhand goods, equipment and machinery or goods, equipment and machinery in which no new material has been used.
  - c. If HuizingHarvest in writing acknowledges that the (delivered) performances are not of the level agreed upon, HuizingHarvest will determine whether it will carry out the assignment again to match the level of performance agreed upon or that HuizingHarvest will credit the client for a proportionate part of the invoice. If HuizingHarvest has decided to redo the assignment to match the agreed performance level, HuizingHarvest will determine the method and time of execution. If the agreed performance consists (in part) of processing material supplied or supplied by the client, the client must supply new material at its own expense and risk.



- d. No guarantee is provided if HuizingHarvest has found that defects are the result of:
  - Ordinary wear and tear;
  - Inappropriate use;
  - Neglecting or incorrect maintenance;
  - Installation, assembly, changes or repairs by the client or third parties hired by the client;
  - Defects to or unsuitability of use of materials or tools used by the client;
  - Defects to or unsuitability of goods, materials or suchlikes originating from or required by specification of the client.
- e. Guarantee is only provided for work done as shown/filed in reports. If no report is recorded, no guarantee is given.
- f. No guarantee is provided on parts for which a factory warranty has been granted.

### **Article 10: Complaints**

- 10.1) If the client wants to complain about the work performed by HuizingHarvest the client is obliged to submit the complaint in writing. The complaint has to be send within fourteen (14) days after a shortcoming in the performance was discovered or should reasonably have been discovered. In the latter case, the client must demonstrate that he, reasonable, could not have discovered the shortcoming earlier.
- 10.2) A complaint regarding an invoice must be made within fourteen (14) days after the invoice date.
- 10.3) The client is not authorized to suspend its payment obligations due to complaints as referred to in article 10.1.
- 10.4) If and to the extent that the client's claims is justly according to HuizingHarvest, HuizingHarvest is authorized either to adjust the invoice amount or to improve the work in question or to execute the assignment again.
- 10.5) If the client has not complained within the period set by article 10.1 and/or 10.2, all his rights and claims for whatever reason will expire with regard to what he has complained about or could have complained about within that period.



## Article 11: Invoicing and payment

- 11.1) The client has to pay the invoices of HuizingHarvest within fourteen (14) days.
- 11.2) Invoicing takes place on a weekly basis in the context of a project and secondment assignment.
- 11.3) Payments of invoices are wire transferred to a bank account number specified by HuizingHarvest.
- 11.4) The fees agreed in the agreement are exclusive of taxes and will, if applicable, be increased by the applicable tax.
- 11.5) If the client falls into a tax regime having as a result that the client must withhold tax and transfer this tax to the tax authorities, the invoice value must be increased by the same amount which has to be withheld with the result that HuizingHarvest still receives the original invoice amount.
- 11.6) If payment has not been made within fourteen (14) days, the client is legally in default. Starting from the moment the client is in default, the client is due to pay the statutory commercial interest ex. art. 6:119a Dutch Civil Code to HuizingHarvest;

If payment has not been made within the payment period of fourteen (14) days, the client will be charged by HuizingHarvest for extrajudicial collection costs ex. art. 6:96 paragraph 2 in conjunction with paragraph 4 of the Dutch Civil Code:

Principal	Applicable percentage	Maximum
Up to 2.500	15% of the principal	€ 375,-- (min. €40,--)
Up to 5.000	€375,-- + 10 % left over (principal -/- € 2.500,--)	€ 625,--
Up to 10.000	€ 625,-- + 5 % left over (principal -/- € 5.000,--)	€ 875,--
Up to 200.000	€ 875,-- + 1 % left over (principal -/- € 10.000,--)	€ 2.775,--
>200.000	€ 2.775,-- + 0,5% left over (principal -/- € 200.000,--)	€ 6.775,--

## Article 12: Liability

- 12.1) In case of an accountable shortcoming, HuizingHarvest is authorized to still fulfill its contractual obligations.
- 12.2) The obligation for compensation of HuizingHarvest due to any legal basis is limited to the liability amount which HuizingHarvest has insured under a liability insurance policy taken out by or on behalf of HuizingHarvest, but is never higher than the amount paid out by the insurance company in the case concerned.
- 12.3) If for whatever reason, HuizingHarvest does not appeal to the limitation of the previous paragraph, the obligation to pay compensation is limited to a maximum of fifteen percent (15%) of the total contract value excluding taxes. If the agreement consists of parts or partial deliveries, the obligation to pay compensation is limited to a maximum of fifteen percent (15%) excluding taxes on the assignment sum for the part or the specific partial delivery.
- 12.4) Not eligible for reimbursement:
  - a. Consequential damage. Consequential damage is understood to include inter alia stagnation damage, loss of production, lost profit, transport costs and travel and accommodation costs. It is up to the client to insure itself against consequential damage;
  - b. Damage to clients machinery, equipment, tools and suchlike: Damage include damage caused by or during the execution of the assignment to items being



worked with, on or to. This section is also applicable for items in the vicinity of the place where the assignment is carried out. It is up to the client to insure against this type of damage.

- 12.5) HuizingHarvest is not liable for damage caused by materials provided by, or on behalf of, the client if it appears that this material was not fit for usage when executing the assignment by HuizingHarvest.
- 12.6) The client indemnifies HuizingHarvest against all third-party claims for product liability as a result of a defect in a product delivered by the client to a third party and which (also) consisted of products and/or materials supplied by HuizingHarvest. The client is obliged to compensate HuizingHarvest for all damage suffered in this matter, including the (full) costs of legal defense and legal proceedings.
- 12.7) The client indemnifies HuizingHarvest against any third-party claim with regard to the use of advice, drawings, calculations, designs, materials, samples, models and suchlike provided by or on behalf of the client.
- 12.8) If HuizingHarvest carries out transport for the client, then the client itself is liable for the risks of loading, transport, and the required insurance policies. Transport is based on incoterm CIP.
- 12.9) Any liability and risk for permits, exemptions and other decisions that are required for the assignment to be carried out lies with the client.

### **Article 13: Force majeure**

- 13.1) HuizingHarvest is entitled to invoke force majeure if the execution of the agreement cannot be carried out wholly or partially, temporarily or otherwise, by circumstances beyond its control. This includes but is not limited to: illness of the candidate who would perform the agreed tasks, strikes, the circumstance that suppliers, subcontractors of HuizingHarvest or carriers engaged by HuizingHarvest do not or do not timely fulfill their obligations, weather, earthquakes, fire, power failure, loss, theft or loss of tools, equipment or materials, roadblocks, negative travel advice, and import or trade restrictions.
- 13.2) In the event of force majeure, HuizingHarvest and the client are authorized to temporarily suspend the execution of the agreement. HuizingHarvest is no longer authorized to suspend if the temporary impossibility for execution lasts more than three (3) months. Client and HuizingHarvest are authorized to terminate the agreement with immediate effect after the expiry of this period but only for the part of the obligations that has not yet been fulfilled.
- 13.3) In the event of a situation of temporary force majeure regarding a secondment assignment, HuizingHarvest will make every effort to ensure replacement within a period of four (4) weeks. If there is no replacement after four (4) weeks, HuizingHarvest and the client are entitled to terminate the agreement.
- 13.4) In the event of permanent force majeure after the transition period, HuizingHarvest and the client are authorized to unilaterally terminate the agreement.





#### **Article 14: Intellectual property**

HuizingHarvest reserves the right to all rights and powers that accrue to it under the Copyright Act. This concerns all documents provided by HuizingHarvest such as reports, advice, designs, sketches, drawings, software, working methods, (model contracts) and other intellectual property of HuizingHarvest that are exclusively intended for use by the client. Without the prior permission of HuizingHarvest client is not authorized, whether or not by engaging third parties, to reproduce, publish or bring to the attention of third parties any of the aforementioned documents and intellectual property.

#### **Article 15: Takeover of staff**

15.1) The client will refrain from making offers to and/or hiring candidates and/or employees who are part of agreement(s) without prior consultation with the result of mutual consent under penalty of an immediately due and payable fine of fifty thousand (50,000) euros per candidate or employee. This article applies during the execution of the assignment and within one (1) year after the execution of the assignment.

15.2) The above does not apply to a R&S assignment.

#### **Article 16: Applicable law and court with jurisdiction**

16.1) Dutch law applies to the brokerage agreement between HuizingHarvest and the client.

16.2) The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation from which exclusion is permitted.

16.3) The Dutch civil court established in the district of the location of HuizingHarvest is exclusively authorized to take cognizance of legal disputes between HuizingHarvest and the client.

