

GENERAL TERMS AND CONDITIONS FTM Global Recruitment LLP

Wanraay 4, 6673 DN Andelst, The Netherlands
Chamber of Commerce no. 61673390

Article 1. Definitions

The following definitions shall apply to the general terms and conditions below:

1. **FTM GR:** FTM Global Recruitment LLP, having its registered offices at Wanraay 4, 6673 DN Andelst, entered in the Chamber of Commerce under reg. no. 61673390, or its representatives acting as intermediaries between the Client and the Candidate or as provider of other Services.
2. **Client:** the natural or legal person using the services of FTM GR as well as any organisation with which the Client is affiliated in a partnership or organisational connection.
3. **Services:** the contract between FTM GR and the Client in which FTM GR endeavours on behalf of the Client to recruit and select a Candidate or to perform another previously defined assignment.
4. **Candidate:** the natural or legal person who has been recruited and selected by FTM GR, or who has applied to FTM GR or who, in the context of the contract, has been introduced to the Client as Candidate, presented by FTM GR or in any other way engaged by FTM GR in the performance of the contract.
5. **Employment contract:** as defined in the Netherlands Civil Code, as well as all work performed by the Candidate as a freelancer or independent agent for the Client and which is equal or comparable in nature to the work for which the Candidate is invited for an introductory interview with the Client.

Article 2. Applicability

1. The general terms and conditions shall apply to all offers, quotations, contracts, services and deliveries by FTM GR, regardless of their nature, unless the applicability is expressly excluded either entirely or in part and/or other agreements are explicitly made.
2. Any terms and conditions of the Client are expressly dismissed. Deviations from and additions to these conditions are only applicable if and insofar as they are expressly accepted in writing by FTM GR.
3. If FTM GR should permit, tacitly or otherwise, any deviations from these terms and conditions for a shorter or longer period, its right to direct and strict observance of these terms and conditions shall nevertheless not be diminished. The Client is not entitled to claim any right on the basis of the fact that FTM GR has applied these terms and conditions flexibly.
4. These terms and conditions shall also apply to all contracts with FTM GR which require the involvement of a third party in their performance.
5. If multiple legal or natural persons or enterprises are designated as the Client, each of these legal or natural persons or enterprises shall be held jointly and severally responsible for meeting all obligations flowing from the contract with FTM GR.
6. If one or more of the stipulations of these general terms and conditions or any other contract with FTM GR should be in conflict with a mandatory legal regulation or any applicable law, the stipulation shall be annulled and it shall be replaced by a new, legally permissible and comparable stipulation drawn up by FTM GR.
7. FTM GR reserves the right to alter these terms and conditions at any time. These general terms and conditions supersede any previous versions of the general terms and conditions, which are now null and void.



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Article 3. Offers and quotations

1. All offers and quotations by FTM GR are revocable and are provided without obligation unless expressly indicated otherwise in writing.
2. The Client is responsible for the accuracy and completeness of the requirements, specifications and other information provided by the Client or on the Client's behalf and on which FTM GR bases its offer.
3. FTM GR is not bound by any errors or typographical infelicities in its offers.
4. A combined quotation does not obligate FTM GR to deliver a portion of the product or service or to perform a portion of the assignment at a corresponding proportion of the stated price.
5. The prices in offers and quotations from FTM GR are exclusive of VAT and other government surcharges, as well as any expenses incurred in the context of the assignment, including any travel and accommodation costs, unless otherwise specified.
6. FTM GR is not obliged to keep the Candidate available until the offer is accepted by the Client. If the Client accepts the offer and the Candidate is no longer available, FTM GR will assume the obligation of replacement. In such a case, FTM GR shall make every effort to replace the Candidate in question with a Candidate who has similar knowledge and skills.

Article 4. Formation of contract

1. Subject to the stipulations below, a contract with FTM GR is formed after FTM GR has accepted or confirmed an order in writing. The order confirmation is deemed to correctly and fully reflect the assignment unless the Client immediately objects in writing.
2. The content of the contract is determined exclusively by the description of the assignment in the quotation and order confirmation.
3. Any supplemental agreements or changes made later shall only be binding on FTM GR if they are confirmed in writing by FTM GR within fourteen (14) days and the Client has not registered an objection in writing within three (3) working days.
4. For contracts, work or transactions whose nature does not lead to a written quotation or order confirmation being sent, the invoice shall be deemed to represent the contract fully and correctly unless written objection is received within seven (7) days after invoice date.
5. All contracts entered into by FTM GR are made under the suspensory condition that FTM GR is entitled to investigate the creditworthiness of the Client in connection with the ability of the Client to meet the financial obligations associated with the contract. If FTM GR forms the reasonable opinion that the Client is not sufficiently creditworthy, FTM GR has the right to temporarily suspend its obligations. If such a suspension is required, FTM GR shall immediately inform the Client in writing and offer the Client the opportunity to provide surety.
6. FTM GR is entitled to request surety, either upon entering the contract or subsequent to that time before further performance of obligations, that the Client will meet both its payment obligations and other obligations flowing from the contract.



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Article 5. Collaboration with Flint Personeelspartner B.V.

1. In order to make Candidates available to the Client on a secondment or temporary basis, FTM GR has entered a collaborative agreement with Flint Personeelspartner B.V. (hereafter “Flint Personeelspartner”). As a back office partner, Flint Personeelspartner provides FTM GR the legal employer status and the financial and tax processing in order to make Candidates available.
2. In extending a commission to FTM GR, the Client consents to the action of Flint Personeelspartner as agent and legal employer in order to make Candidates available to the Client.
3. A contract between the Client and Flint Personeelspartner shall be established by means of a written order confirmation. Any contract between the Client and Flint Personeelspartner shall be subject to the relevant terms and conditions of Flint Personeelspartner B.V.

Article 6. Non-discrimination

1. In the recruitment and selection of Candidates, FTM GR shall not discriminate according to e.g. age, gender, marital status, sexual orientation, faith or creed, political party, race, ethnic origin or nationality, bearing in mind the objective and realistic job requirements and provided the Candidate in principle fits the assignment.

Article 7. Completion and execution period

1. If FTM GR requires information from the Client in the context of execution of the agreement, the completion time shall commence after the Client has provided all necessary information to FTM GR.
2. If FTM GR has indicated a period for the execution of the contract, this shall be deemed as indicative only. A stated term may never be considered as a deadline. When a period has passed without completion of the contract, therefore, the Client must declare FTM GR in default in writing. FTM GR must then be offered a reasonable period to complete its performance of the contract.

Article 8. Compensation

1. The Client shall be liable for payment of an agency fee to FTM GR for the Services at such time as the Client enters into an Employment Contract of any nature with the Candidate through the mediation of FTM GR or a third party.
2. If the Candidate is offered employment with the Client on the basis of a secondment or temporary contract, an hourly rate shall be charged for every hour the Candidate works for the Client. The amount of the agency fees and hourly rates shall be determined in advance between the parties.
3. The compensations specified in Article 6.1 shall be payable by the Client from the Candidate’s first workday in the employment of the Client. The Client shall make available to FTM GR for the purposes of its accounting records the first pay sheets after the completion of the trial period.
4. If FTM GR accepts a commission on the basis of No Cure, No Pay, the Client shall not owe any agency fee or hourly rate as long as FTM GR does not succeed in selecting a suitable Candidate.



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5. Not sooner than three (3) months after a Candidate has entered into an Employment Contract in whatever form with the Client, FTM GR is entitled to modify its rates by means of a written notification to the Client and to charge the Client in accordance with these modified rates.
6. Rate changes as a result of CLA obligations and changes or as a result of legislation and regulations such as tax and social rules and regulations, shall be charged to the Client at such time as the changes become current and are then payable by the Client, even if these changes occur during the term of the contract.

Article 9. Billing

1. Unless otherwise agreed, invoices from FTM GR are based partly on time sheets completed and signed for agreement by the Client.
2. The Client is responsible for correct, timely, completed and approved time sheets. The signature for agreement is provided by manual or digital signature of the time sheet unless otherwise agreed.
3. In the event of a discrepancy between the time sheet submitted to FTM GR and the information maintained by the Client, the time sheet submitted by the Candidate to FTM GR shall be deemed correct unless the Client is able to demonstrate otherwise.
4. If the Candidate should dispute the information on the time sheet, FTM GR may invoice the number of hours worked and other costs in accordance with the Candidate's statement unless the Client demonstrates that its time sheet records are correct.
5. If the Client does not meet the requirements stipulated in section 2 of this article, FTM GR may decide to invoice the Client on the basis of the facts and circumstances as known to FTM GR. FTM GR shall not proceed to this method of invoicing until reasonable consultation with the Client has taken place.

Article 10. Payment, payment periods and objections

1. Invoices must be paid within fourteen (14) days after invoice date to a bank or giro account indicated by FTM GR, in the currency in which the sum was invoiced and without deductions, discounts and/or suspension.
2. Only direct payments to FTM GR or a third party referred by FTM GR shall be considered to discharge the payment obligations of the Client. Direct payment or advances paid by the Client to the Candidate are not permitted, regardless of the reason or method by which this is done. Such payments and advances do not concern FTM GR and do not serve as a basis for any debt servicing or settlement.
3. In case of non-payment fourteen (14) days after the invoice date, the Client shall be considered legally in default without further notification being required.
4. From the time the Client is in default, interest shall be applied at the rate of 1.5% per month on the account payable unless the statutory commercial interest is higher, in which case the statutory commercial interest shall be applied. All legal and extrajudicial costs incurred by FTM GR in obtaining payment, whether in or out of court, shall be charged to the Client from that time forward. In such a case, the Client shall owe a compensation of at least 15% of the unpaid amount, with a minimum of €150.00 (in words: one hundred fifty euros). If the actual costs incurred and to be incurred by FTM GR exceed this amount, these shall also be subject to compensation.
5. Objections to an invoice or invoice amount must be submitted by the Client to FTM GR in writing within eight (8) days of the dispatch date of the invoice in question; otherwise the right to objection shall be waived. The Client's payment obligations are not suspended by any objection to the invoice.



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6. In the event of liquidation, bankruptcy or suspension of payment on the part of the Client, the demands of FTM GR and the obligations of the Client to FTM GR are subject to immediate fulfilment.
7. Payments made by the Client shall be applied in the first instance to all interest and expenses owed, and secondly to the oldest outstanding invoices, even if the Client states that the payment relates to a later invoice.
8. FTM GR is entitled to refuse full payment of the principal if the payable and current interest and expenses are not also paid in full.

Article 11. Confidentiality and protection of personal information

1. Personal and other information provided to FTM GR shall be processed in accordance with the law, applicable code(s) of conduct and in a proper and careful manner.
2. FTM GR shall take all reasonable precautions in the context of the contract to protect the interests of the Candidate and the Client.
3. The Client shall not make any disclosures to third parties without the permission of FTM GR regarding the approach of FTM GR, its working methods, etc., or provide advice/reports from FTM GR to third parties.
4. FTM GR and the Client shall take such measures as are deemed necessary to ensure that all information received from the other party before and after entering the contract shall be treated as confidential. Information shall be considered as confidential in any case if it is designated as such by one of the parties.
5. Candidate information must be treated as confidential by the Client and may not be shared with, made available or provided for perusal to third parties.

Article 12. Initiation of Client-Candidate employment relationship or contract

1. It is not permitted for the Client or affiliated company/companies, in the widest possible sense, during the term of this contract or within a period of twelve (12) months after its expiration, either directly or through mediation of a third party, to enter into an employment contract with a Candidate, or, in the event that the Candidate is a free agent, to have the Candidate provide this work or these services for or on behalf of the Client.
2. In the event the Client nevertheless enters a contract with the Candidate within the aforementioned period as described in section 1 of this article, the Client shall owe to FTM GR an immediately payable fine not subject to legal mitigation in the sum of €25,000.00 (in words: twenty-five thousand euros). This fine does not affect the right of FTM GR to charge its actual losses to the Client as well.



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Article 13. Liability

1. The liability of FTM GR shall at all times be limited to the maximum invoice value of the contract to which the liability relates or from which the liability flows.
2. FTM GR is never liable for indirect loss, including personal injury, consequential loss, loss of profit, lost savings, loss due to business stagnation and loss resulting from fines due to the failure to meet delivery or completion deadlines.
3. FTM GR accepts no responsibility for loss of any kind or extent suffered by the Client due to hindrance, illness or accident of temporary employees.
4. The Client is responsible for the ultimate choice of a Candidate. FTM GR is not liable if the Candidate proves not to meet the requirements or expectations of the Client.
5. FTM GR accepts no responsibility for damage and/or loss—including consequential loss—as a result of action or negligence of a Candidate with whom the Client has entered into an Employment Contract of any kind, whether directly and/or by the agency of third parties, as a result of an assignment by FTM GR. The Client indemnifies FTM GR against all claims from third parties which relate, or could be construed to relate directly, indirectly or obliquely to the agency of FTM GR.
6. The Client is obliged to supply adequate, complete liability coverage for all loss which may result to the Client from this contract.

Article 14. Applicable law and choice of jurisdiction

1. The laws of The Netherlands shall apply to all contracts made by FTM GR both present and future.
2. All disputes—including those regarded as such by only one of the parties—which arise as a result of a contract to which the present terms and conditions apply whether entirely or in part, or as a result of other contracts and flowing from a similar agreement, shall be decided by the competent court in the district of the registered offices of FTM GR, unless a binding legal stipulation prevents. Nevertheless, FTM GR may instead agree with the Client to have the dispute mediated by an independent arbiter.



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