



Experis[®]

ManpowerGroup

Terms and Conditions Experis

8-2023

This document contains the wording of the Terms and Conditions applicable to all applications, offers, assignments and agreements between Experis, consisting of Experis Professionals BV, Experis Services BV, Experis Consulting BV and its Clients for secondment.

In case of contradictions, the Dutch Terms and Conditions “Algemene Voorwaarden Experis” – prevails over this English translation.

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General Provisions

Scope

This section contains the General Provisions applicable to all services of Experis. Each Service is further detailed in a separate chapter (A through F). In case of contradictions, the Service Specific Chapters (A to F) will prevail over these General Provisions.

Definitions

In this chapter, the following terms beginning with a capital letter have the following meanings:

Service(s):

The performance(s) as defined in the Agreement entered into between Experis and Client.

IT Professional:

The Experis IT Professional to be deployed/seconded/matched for the purpose of an assignment. An IT Professional may be a freelancer, an Experis employee, or an employee of a third party engaged by Experis.

Client:

Every natural or legal person who has concluded an Agreement with Experis or responds to or requests an offer or quotation.

Agreement:

The agreement documented in a written or digital record, under which Experis performs Service(s) on behalf of the Client and to which these Terms and Conditions apply.

1. General

- 1.1 These Terms and Conditions apply to all offers, quotations and Agreements under which Experis offers or provides Services of any kind to the Client, even if such Services are not described in these terms and conditions.
- 1.2 Deviations from these Terms and Conditions are only valid if expressly agreed in writing. Authorized representatives of each Party must sign an amendment.
- 1.3 All offers are non-binding unless the offer expressly states otherwise in writing. All prices are exclusive of VAT and other government levies.
- 1.4 The Client's purchasing conditions or other terms and conditions are expressly rejected.
- 1.5 Quotes issued by Experis are based on the information provided by the Client. The Client guarantees that, to the best of its knowledge, it has provided all essential information for the design and execution of the assignment.
- 1.6 Experis will perform its Services to the best of its knowledge and ability, following high standards. The obligation has the nature of a "best efforts obligation", as achieving the intended result cannot be guaranteed.

2. Termination

- 2.1 A party may terminate the Agreement with immediate effect by written notice, stating reasons, if:
 - a) the other party commits a material breach of any obligation under the Agreement and fails to remedy such breach within four weeks of written notice thereof by the aforementioned party;or
 - b) the other party applies for suspension of payments or is to be declared bankrupt, is in a state of liquidation, or a receiver has been appointed over its assets or any part thereof; such termination does not affect any other right or remedy to which either party is or will be entitled.

- 2.2 In all cases in which the Agreement with the Client is terminated, these Terms and Conditions will continue to govern the relations between the parties to the extent necessary for their settlement or to the extent that follows from the nature of the clause in question.

3. Discrimination

To prevent unlawful distinctions—particularly based on religion, belief, political affiliation, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age or any other ground whatsoever—non-functional requirements may not be imposed or taken into account in any way when awarding the contract.

4. Confidentiality

- 4.1 The parties agree not to print, publish or otherwise disclose any confidential information pertaining to the other party or its work without the consent of said party. This confidentiality clause applies both during the Agreement and after its termination.
- 4.2 This article does not apply to information that is or becomes generally known other than through the action of the party concerned, or is already in possession of the party concerned or is lawfully obtained by that party from a third party

5. Governing law and disputes

The Agreement is exclusively governed by Dutch law. Any disputes must be brought before the competent Dutch court in Amsterdam.

6. Invalid provisions

If any provision of these Terms and Conditions is invalid or annulled, the other provisions of these Terms and Conditions will remain in full force. Experis and the Client will agree on a new provision to replace the invalid or annulled provision, taking into account as far as possible the purpose and tenor of the invalid or annulled provision.

7. Data privacy

The parties process personal data when there is a legitimate and specific purpose for doing so. The parties process personal data carefully and securely in accordance with privacy legislation and regulations, including the General Data Protection Regulation (GDPR). The full privacy statement, including the right to access and correct personal data, is available on Experis' website.



A. Secondment and secondment-to-permanent services

A1: Scope

The provisions of this paragraph relate to Experis' assignment of IT Professionals to the Client. Through the deployment of an IT Professional, Experis meets the Client's need for IT Professionals for special projects, easing staff shortages and/or because of their specific expertise.

A2: Definitions

In this chapter, the following terms beginning with a capital letter have the following meanings:

Service(s):

The performance described in the Agreement entered into between Experis and the Client is limited to the specific IT Professional deployed for the assignment.

Deployment:

The secondment of an IT Professional for an assignment. The work will take place under the direction and supervision of the Client.

IT Professional:

The Experis IT Professional deployed or to be deployed for the purpose of an assignment. An IT Professional may be an Experis employee or an employee of a third party engaged by Experis.

Candidate:

An IT Professional proposed by Experis for the performance of Agreements.

Client:

Every natural or legal person who has concluded an Agreement with Experis or responds to or requests an offer or quotation to have an IT Professional perform work under its direction and supervision.

Agreement:

The agreement documented in a written or digital record, under which Experis performs Service(s) on behalf of the Client and to which these Terms and Conditions apply

A3: Secondment services

- 3.1 Experis will make the IT Professional named in the Agreement available to the Client to perform work under the Client's direction and supervision. Experis is not responsible for the results of the work. Unless otherwise agreed in writing, the Client will hire the IT Professional for forty hours per week during Experis' usual business days.
- 3.2 The IT Professional will adhere to the working, holiday and rest periods, working hours and other relevant terms and conditions of employment customary with the Client. The Client guarantees that the working, holiday and rest periods, working hours and other relevant working conditions comply with the relevant laws and regulations. The Client must promptly inform Experis of any intended permanent or temporary closure of its business or organization.
- 3.3 The Client may not use the IT Professional for other work than previously agreed upon without Experis' written consent.
- 3.4 The Client is only permitted to instruct the IT Professional to work under the management and supervision of a third party if this is expressly agreed upon with Experis in writing.
- 3.5 In connection with potentially differing foreign regulations, the Client may not structurally or incidentally employ the IT Professional abroad without the written agreement of both Experis and the IT Professional. The Client is responsible for compliance with relevant foreign legislation, all travel and accommodation expenses, and all additional insurance.
- 3.6 Experis must strive to ensure that the IT Professional remains available for work during the agreed days for the duration of the Agreement, except in the event of the IT Professional's illness or retirement. Even if the Agreement has been entered with a view to performance by a specific person, Experis remains entitled to replace this person with one or more persons with the same qualifications after consulting the Client.
- 3.7 The IT Professional will consult the Client regarding taking holidays and leave customary at Experis.

A4: Duration of the Secondment Agreement

- 4.1 The parties will agree on the duration of the IT Professional's Deployment in the Agreement. Either party may unilaterally terminate the Agreement prematurely if they believe that the assignment's performance is no longer feasible in accordance with the Agreement, associated quotation and any subsequent additional assignment specifications. Such termination must be done in writing with one calendar month's notice. The Client's payment obligations regarding the work performed and to be performed will remain unaffected.
- 4.2 The Client is not entitled to temporarily suspend all or part of the IT Professional's Deployment except in the case of force majeure within the meaning of article 6:75 of the Dutch Civil Code.

A5: Position and remuneration

- 5.1 The Client must describe the position to be held by the Candidate/IT Professional and the relevant terms and conditions of employment, such as remuneration of the Candidate/IT Professional before the commencement of the Deployment, including any working hours reduction (ADV), allowances, reimbursements, collective increases and increments, one-time and end-of-year bonuses following the applicable rules regarding equal pay.
- 5.2 The Client must promptly inform Experis of changes in its remuneration scheme insofar as they are relevant to the IT Professional under the rules of equal pay.

A6: Working conditions

Experis IT Professionals will observe the rules and regulations in force in the Client's premises or buildings while deployed there. The Client must communicate these rules and regulations to Experis' IT Professionals. The Client is responsible towards the IT Professional for compliance with the obligations arising from article 7:658 of the Dutch Civil Code, the Working Conditions Act and related regulations regarding workplace safety and good working conditions in general. The Client declares that it is aware that it is considered an employer under the Working Conditions Act.

A7: Direction and supervision

- 7.1 The Client undertakes to ensure that, where the cooperation of its personnel is necessary in the performance of the Services, such personnel will possess the necessary skills and experience for the tasks assigned to them and will be available at times agreed by the parties.
- 7.2 Such personnel must also be informed to the extent possible by the Client of the assignment entered into with and working methods of Experis.
- 7.3 The Client must treat the IT Professional with the same care in exercising direction and supervision as also with respect to the performance of the work as it is bound to with its own personnel.

A8: Intellectual property

- 8.1 At the Client's request, Experis will have the IT Professional sign a written statement to ensure or promote—insofar as necessary and possible—that all intellectual property rights to the results of the work performed accrue or are transferred to the Client. If Experis owes the IT Professional a fee in connection therewith or otherwise incurs costs, the Client will owe Experis an equal fee or costs.
- 8.2 The Client is free to enter into an agreement directly with the IT Professional or to ask them to sign a statement regarding the intellectual property rights referred to in paragraph 1. The Client must inform Experis of its intention to do so and provide Experis with a copy of the agreement/statement prepared in this regard.
- 8.3 Experis is not liable for any fine or penalty that the IT Professional incurs or any damages incurred by the Client as a result of the IT Professional invoking any intellectual property right.

A9 : Confidentiality

- 9.1 Experis and the Client will not disclose any confidential information of or about the other party, its activities and relations, which has come to their knowledge pursuant to the assignment, to any third party, unless and insofar as disclosure of such information is necessary to properly perform the assignment, or they are under a legal duty to disclose. This article does not apply to information that is or becomes generally known other than through the action of the party concerned, or is already in possession of the party concerned or is lawfully obtained by that party from a third party.
- 9.2 The Client is free to directly require the IT Professional to maintain confidentiality. The Client must inform Experis of its intention to do so and provide Experis with a copy of the agreement/statement prepared in this regard. Experis is not liable for any fine, penalty or damages incurred by the Client as a result of the IT Professional's breach of that duty of confidentiality.

A10 : Timesheet

- 10.1 Time accounting is done by the Client in the Experis portal using digitally approved timesheets. The Client must ensure that the information stated on the timesheet is complete and correct, including the number of hours worked, overtime, other hours for which the rate is due under the assignment and conditions, any allowances and any expenses incurred. The Client guarantees the signing authority of its personnel and accepts responsibility for signing timesheets and corresponding billing.
- 10.2 The Client must check and approve the timesheet within one week of the IT Professional handing it in. If the timesheet is not approved within one week, Experis reserves the right to send an invoice without an approved timesheet.

A11 : Rate

- 11.1 Hourly rates refer to hours worked in full on a regular weekday during regular business hours unless expressly determined otherwise.
- 11.2 If the IT Professional is required to work overtime or irregular hours, the parties will set forth the applicable percentages in the Agreement. If the parties have not agreed on anything, the customary percentages used by the Client will apply as a minimum.
- 11.3 The rate is multiplied by the allowance percentages and increased by the cost reimbursements and/or agreed travel time due.
- 11.4 VAT will be charged over the fee, allowances, travel time and expense reimbursements.
- 11.5 A commuting allowance (home – work) will be agreed upon in the Agreement. The commuting allowance is based on the commute (travel time and mileage) from the IT Professional's home to the Client's nearest work location or other work location previously agreed upon with the Client. Travel expenses (time and mileage) to a location other than previously agreed upon will be borne by the Client. Business travel (work – work) will be billed separately.
- 11.6 If during the term of the Deployment and the Agreement, the costs increase or new costs arise as a result of new or amended social and fiscal legislation and regulations or any other binding regulations; or as a result of regular increases and/or changes in wages; or new or amended terms and conditions of employment (under equal pay), Experis is entitled to adjust the rate or bill the costs separately. This can be done retroactively if the effective date of the cost increases or the new costs, as mentioned above, are in the past. Experis will notify the Client of any rate adjustments as soon as possible, followed by a written confirmation.
- 11.7 Experis is entitled to increase the rates of current Agreements from 1 January each year, based on the change in the monthly price index figure according to the All Households series (2015 = 100) of the Consumer Price Index (CPI) published by Statistics Netherlands (CBS). The rate will not be adjusted if indexation would result in a lower rate. If the costs incurred by Experis exceed the rate based on the above index, Experis may, after proper justification to the Client, increase the rate by more than the above index.

A12 : Acquisition

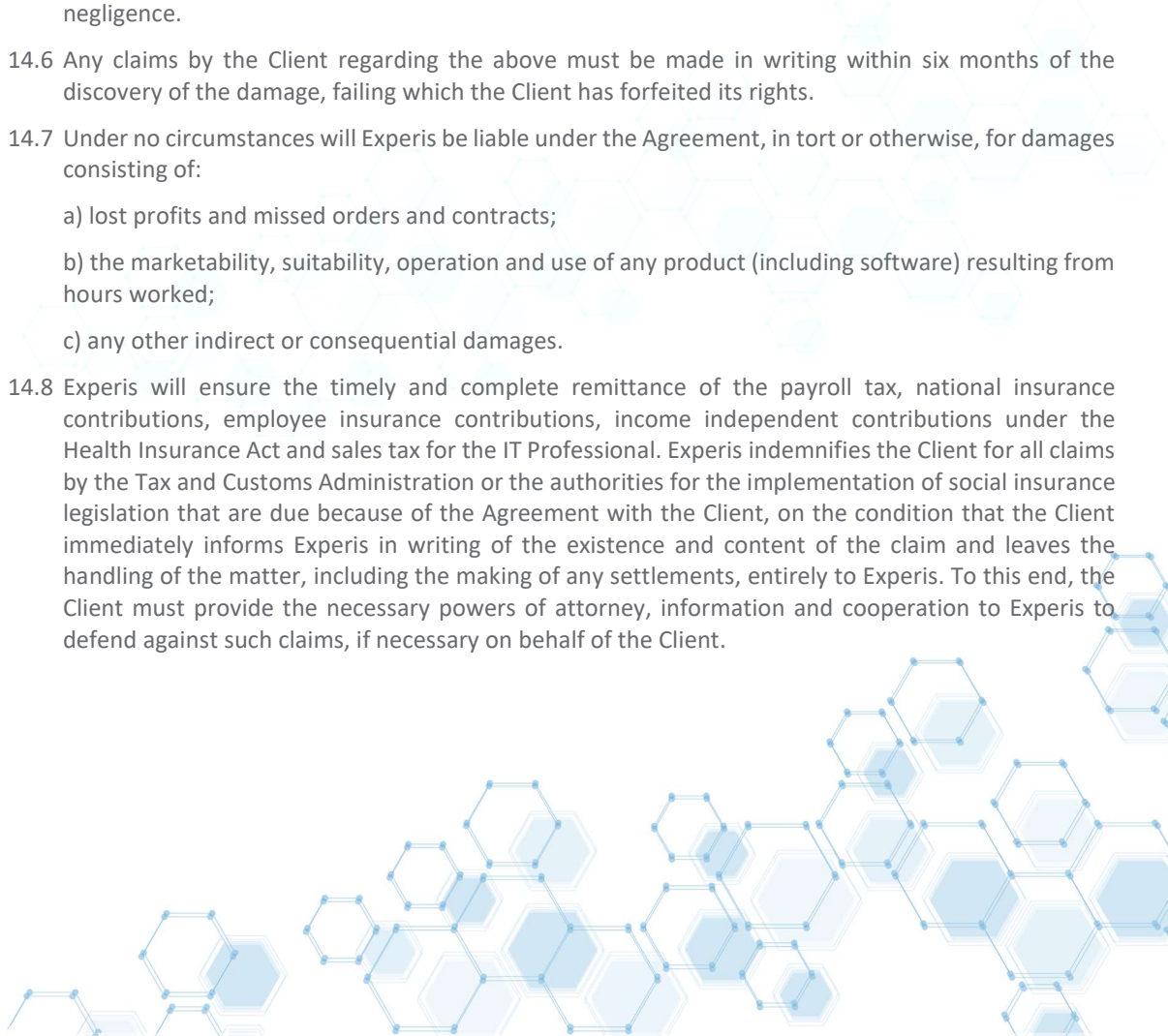
- 12.1 If the Client takes on a Candidate/ IT Professional within 12 months after introduction, their acquisition will be deemed to be directly related to the introduction by Experis, and Experis will be entitled to the total compensation based upon the proposal under which the Candidate was offered to the Client. Acquisition of a Candidate in this article means taking over or employing them, either directly or through a third party, or contracting or hiring them on any other basis.
- 12.2 From the date of the Agreement until twelve months after its completion or termination, the Client may not take on the IT Professional directly or through a third party without the written consent of Experis, unless the IT Professional has worked at least 1800 hours for the Client. Unless expressly agreed otherwise, in the event of violation by the Client, an immediately payable and unmitigable penalty of twice the relevant Candidate's daily rate will be charged for each day of violation without judicial intervention or notice of default. Experis is entitled to claim full damages if the damages exceed the penalty amount of twice the relevant Candidate's daily rate.
- 12.3 Unless explicitly agreed otherwise in the Agreement, after 1800 hours worked and approved by the Client, the Client has the right to take on the IT Professional directly or through a third party without payment of an acquisition fee. If the Client wishes to exercise this right, it must notify Experis in writing 15 days before the desired transition date.
- 12.4 If the Client takes on the IT Professional before 1800 hours have been worked, the remaining hours multiplied by the rate will be billed as the acquisition fee.
- 12.5 A Candidate is deemed to be introduced to the Client at the time Experis provides the Client with information regarding the Candidate. A Candidate introduction is always strictly confidential. If violation of this provision by the Client results in the acquisition of a Candidate by a third party, the Client will owe Experis the full compensation to which Experis would have been entitled had the acquisition been made by the Client. In addition to external third parties, a third party in this article also means but is not limited to, an operating company, subsidiary, or a sister company of the Client or a company otherwise affiliated or associated with the Client.

A13 : Billing and Payment

- 13.1 Billing takes place based on the timekeeping method agreed with the Client in the Agreement.
- 13.2 Hours worked by Experis in the context of the provision of Services will be charged in the month after the month in which the work was performed. Billing will be based on the applicable rates. Compulsory training, as referred to in article 7:611a(2) of the Dutch Civil Code, will take place during working hours as much as possible. Training hours requested by the Client are considered hours worked and will be billed as such by Experis.
- 13.3 The Client must pay all invoices within thirty days of the invoice date. If an invoice is not paid within this period, the Client will be in default by operation of law, without notice of default and will owe 2% interest per month, whereby part of a month counts as a full month. The Client is not permitted to suspend payment or setoff amounts.
- 13.4 Only payments made to Experis or to a third party designated by Experis in writing will serve to settle the debt. Payment to an IT Professional is non-binding and can never be grounds for debt amortization or offsetting.
- 13.5 All costs of collection will be borne entirely by the Client. Compensation for extrajudicial costs is fixed at 15% of the Client sum due, including interest, with a minimum of €500 per claim. This fee will always be charged and payable by the Client, without any further proof, as soon as Experis has called in legal assistance or transferred the claim to a collection agency.

A14 : Liability

- 14.1 Experis is obliged to make every effort to perform the assignment properly.
- 14.2 During the term of the Agreement, Experis will maintain a Corporate Liability Insurance (AVB) that covers the risk of property and personal injury up to an insured amount of €1,000,000 per event and €2,500,000 per year.
- 14.3 In the event of an attributable shortcoming in the fulfilment of its agreed obligations, Experis will, subject to the provisions of these Terms and Conditions, be liable to compensate the Client for any resulting direct injury or property damage, provided that the Client can prove that the damage is the direct result of an attributable shortcoming by Experis.
- 14.4 If Experis has not exercised due diligence in providing the Services and has otherwise failed to perform the agreed Services, Experis will only be liable for direct damages after the Client has given Experis written notice of default and given Experis the opportunity to remedy the matter by reasonable diligence or performance of the agreed Services. In any event, the liability resulting from such a shortcoming by Experis will be limited to the invoiced amount received by Experis for its work in connection with the specific assignment, as included in the Agreement, but not exceeding the provisions of paragraph 3.
- 14.5 Experis's liability under these Terms and Conditions is capped at direct damages of up to €1,000,000 per event, whereby a series of related events counts as one (1) event, up to a maximum of €2,500,000 per year. However, this cap will be waived if the damage directly results from Experis' intent or gross negligence.
- 14.6 Any claims by the Client regarding the above must be made in writing within six months of the discovery of the damage, failing which the Client has forfeited its rights.
- 14.7 Under no circumstances will Experis be liable under the Agreement, in tort or otherwise, for damages consisting of:
- a) lost profits and missed orders and contracts;
 - b) the marketability, suitability, operation and use of any product (including software) resulting from hours worked;
 - c) any other indirect or consequential damages.
- 14.8 Experis will ensure the timely and complete remittance of the payroll tax, national insurance contributions, employee insurance contributions, income independent contributions under the Health Insurance Act and sales tax for the IT Professional. Experis indemnifies the Client for all claims by the Tax and Customs Administration or the authorities for the implementation of social insurance legislation that are due because of the Agreement with the Client, on the condition that the Client immediately informs Experis in writing of the existence and content of the claim and leaves the handling of the matter, including the making of any settlements, entirely to Experis. To this end, the Client must provide the necessary powers of attorney, information and cooperation to Experis to defend against such claims, if necessary on behalf of the Client.



A15: Force majeure

- 15.1 In the event of force majeure, and if Experis has already partially fulfilled or can only partially fulfil its obligations when it occurs, Experis will be entitled to bill the hours already worked separately, and the Client will be obliged to pay this invoice as if it were a separate Agreement. Experis's obligations will be suspended insofar as performance is not permanently impossible.
- 15.2 Force majeure experienced by Experis within the meaning of this article means any circumstance independent of the will of Experis, as a result of which fulfilment of its obligations to the Client is prevented in whole or in part, or as a result of which fulfilment of such obligations cannot reasonably be required of Experis, regardless of whether such circumstance could have been foreseen at the time the Agreement was concluded. Such circumstance includes but is not limited to government-imposed obligations that affect the performance of the working hours, failures in systems that are part of the Internet, failures in the telecommunications infrastructure and failure of Experis' electrical facilities.

A16: Car

If the Client makes a car available to the IT Professional, the Client must promptly submit to Experis all data necessary for correct payroll processing, including a statement of the start and end date, car model and list value. The Client will be liable to Experis for data not provided correctly in a timely manner. The Client must take out all legally required insurance and is liable for all potential damages





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