

This document is an English translation of the original Dutch General Terms and Conditions. In the event of any discrepancy, ambiguity, or conflict between the English version and the Dutch version, the Dutch version shall prevail and be legally binding."

CHAPTER 1

General provisions

Article 1 Applicability of these General Terms and Conditions

1.1 These General Terms and Conditions apply to all Quotations issued by Pro Industry, all (cooperation) Agreements entered into by Pro Industry and all current and future legal relationships between the Client and the private limited companies listed below:

Pro Industry Shared Service Center B.V. (Chamber of Commerce no. 64692256)

Pro Industry Chemical B.V. (Chamber of Commerce no. 24409764)

Pro Industry Recruitment B.V. (Chamber of Commerce no. 20125859)

Pro Industry General B.V. (Chamber of Commerce no. 64691985)

Pro Industry Food B.V. (Chamber of Commerce no. 61482854)

Pro Industry Pharma B.V. (Chamber of Commerce no. 85782289)

Wolfram Chain B.V. (Chamber of Commerce no. 68212984)

and any companies that may in future become affiliated with Pro Industry Shared Service Center B.V.,

hereinafter collectively referred to as '**Pro Industry**'.

1.2 The applicability of any purchasing terms or other General Terms and Conditions of the Client is expressly excluded.

1.3 A Client that has accepted these General Terms and Conditions shall be deemed to have tacitly accepted their applicability to any Agreement subsequently entered into with Pro Industry. The latest version of these General Terms and Conditions, as published on the Pro Industry website (www.pro-industry.nl), shall apply at all times between the Client and Pro Industry.

1.4 Any deviation from these General Terms and Conditions shall be valid only if expressly agreed in Writing by the Parties. In that event, the provisions expressly agreed in Writing that deviate from these General Terms and Conditions shall prevail. If Pro Industry deviates from these General Terms and Conditions in one or more Agreements with the Client, this shall not mean that the same deviation applies to any earlier or subsequent Agreements between Pro Industry and the Client.

1.5 If at any time one or more provisions of these General Terms and Conditions are wholly or partly void or are annulled, the remaining provisions shall remain in full force and effect. The Parties shall then consult with one another in order to agree new provisions to replace the void or annulled provisions, reflecting as closely as possible the intention of the Parties when the original provision was drawn up.

1.6 Any failure by Pro Industry to require strict compliance with these General Terms and Conditions shall not mean that their provisions do not apply or that Pro Industry waives, to any extent, its right to require strict compliance with those provisions in other cases.

1.7 All amounts stated in these General Terms and Conditions are exclusive of VAT.

Article 2 Definitions

2.1 The following definitions apply in these General Terms and Conditions:

- a. **General Terms and Conditions:** these General Terms and Conditions (of delivery).
- b. **Pro Industry:** the user of these General Terms and Conditions and the party contracting with the Client, being one or more of the following private limited companies:

Pro Industry Shared Service Center B.V. (Chamber of Commerce no. 64692256)
Pro Industry Chemical B.V. (Chamber of Commerce no. 24409764)
Pro Industry Recruitment B.V. (Chamber of Commerce no. 20125859)
Pro Industry General B.V. (Chamber of Commerce no. 64691985)
Pro Industry Food B.V. (Chamber of Commerce no. 61482854)
Pro Industry Pharma B.V. (Chamber of Commerce no. 85782289)
Wolfram Chain B.V. (Chamber of Commerce no. 68212984)
and any companies that may in future become affiliated with Pro Industry Shared Service Center B.V.
- c. **Employment agreement:** the employment contract referred to in Article 7:690 of the Dutch Civil Code, under which Pro Industry supplies the Temporary Agency Worker to the Client to perform work, pursuant to an assignment given by the Client to Pro Industry, under the direction and supervision of that Client.
- d. **CLA:** the Collective Labour Agreement for Temporary Agency Workers (the 'ABU CLA'), which applies to Temporary Agency Workers employed by companies that are members of the Dutch Federation of Private Employment Agencies (ABU).
- e. **Services:** all services to be provided by Pro Industry to the Client under an Agreement.
- f. **Hiring Confirmation:** the Written confirmation issued by Pro Industry to the Client setting out the specific details of the Supply of the Temporary Agency Worker under an agreement entered into between the parties.
- g. **Equivalent Pay:** the pay of the Temporary Agency Worker as determined under Article 8 of the Dutch Workers Allocation by Intermediaries Act (Waadi) and Article 21 of the CLA.
- h. **Assignment Hours:** normal hours and/or hours attracting a premium that have been invoiced to and paid by the Client.
- i. **Candidate:** any individual introduced by Pro Industry to perform work under the direction and supervision of the Client or to enter directly into the Client's employment through Pro Industry's recruitment and selection services.
- j. **Quotation:** a Written offer by Pro Industry to the Client, as referred to under k in this list of definitions.
- k. **Client:** any natural person or legal entity that uses the services of Pro Industry.
- l. **Client Rate:** the rate payable by the Client to Pro Industry, excluding surcharges (and the related holiday allowance), expense reimbursements, VAT and other taxes. The rate is calculated on an hourly basis unless stated otherwise.
- m. **Agreement:** any agreement, in any form, between a Client and Pro Industry, including any amendment or addition to it.
- n. **Parties:** Pro Industry as referred to in Article 2.1(b) and the Client as referred to in Article 2.1(k), collectively.
- o. **In Writing/Written:** recorded in writing or sent or made available electronically, provided that the text is accessible on a durable medium.

- p. **Supply:** Pro Industry's supply of Temporary Agency Workers to the Client as referred to in Article 1(1)(c) of the Waadi, whereby the Client directs and supervises the Temporary Agency Worker.
- q. **Assignment:** the period during which the Temporary Agency Worker actually performs work for and under the direction and supervision of the Client in performance of the Agreement entered into between Pro Industry and the Client.
- r. **Agency Clause:** the clause referred to in Article 7:691(2) of the Dutch Civil Code and Article 18 of the ABU CLA, included in the Employment agreement, under which that contract terminates by operation of law when the Assignment ends at the Client's request.
- s. **Temporary Agency Worker(s):** the employee(s) referred to in Article 7:690 of the Dutch Civil Code who, in the course of Pro Industry's business, is/are supplied to the Client to perform work, pursuant to an assignment given by the Client to Pro Industry, under the direction and supervision of the Client.

Article 3 Quotations and formation of the Agreement

- 3.1 All Quotations issued by Pro Industry are non-binding and may be revoked by Pro Industry at any time unless they specify a period for acceptance. If a quotation or offer contains a non-binding offer and the Client accepts that offer, Pro Industry may revoke it within two working days after receiving the acceptance.
- 3.2 A prospective Client may not derive any rights from a Quotation if it should reasonably understand that the Quotation, or part of it, contains an obvious error or clerical mistake.
- 3.3 If the Client places an order without a prior quotation, or if the quotation has not yet been signed by both Parties, the Agreement is formed when Pro Industry confirms the order in Writing or starts to perform it.

Article 4 Prevention of discrimination

- 4.1 To prevent unlawful discrimination on the grounds of religion, belief, political opinion, sex, race, nationality, sexual orientation, marital status, disability, chronic illness or age, the Client may not set any requirements that are not relevant to the position. Nor will such requirements be taken into account by Pro Industry in the performance of the assignment.

Article 5 Payment terms

- 5.1 Amounts due from the Client to Pro Industry shall be paid within 14 days of the invoice date.
- 5.2 Only payment to Pro Industry or to a third party expressly designated by Pro Industry in Writing shall discharge the Client's payment obligation. Payments made by the Client to a Candidate or Temporary Agency Worker, on any basis whatsoever, and advances provided to a Candidate or Temporary Agency Worker shall not discharge the Client's obligations to Pro Industry and may not serve as grounds for set-off or settlement on any basis whatsoever unless expressly approved by Pro Industry in Writing.
- 5.3 If the Client objects to an invoice, it must notify Pro Industry of its objection in Writing within 10 calendar days of the invoice date, failing which the invoice shall be deemed correct. The Client bears the burden of proving that its objection was submitted on time. If an amended invoice is issued after 10 calendar days for any reason, its due date shall remain the same as that of the original invoice.
- 5.4 The Client shall not be entitled to suspend its obligations to Pro Industry or set them off against any claim it may have against Pro Industry. Neither an objection to the amount of an invoice nor an objection concerning the Services provided shall entitle the

Client to suspend payment or exercise a right of set-off.

5.5 If the Client fails to pay an invoice within the 14-day payment period or any alternative payment period expressly agreed in Writing, the Client shall be in default by operation of law, without prior notice of default being required. From the date of default, the Client shall owe contractual interest of 1% per month or part of a month on the amount due, unless the statutory commercial interest rate is higher, in which case that higher rate shall apply. Interest on the due and payable amount shall be calculated from the date on which the Client is in default until the full amount due has been paid.

5.6 All court and out-of-court costs incurred by Pro Industry in enforcing its rights shall be borne in full by the Client. The compensation for out-of-court collection costs shall be 20% of the principal sum due, including VAT and interest, if that sum is less than €1,500, 15% if it is between €1,500 and €5,000 and 10% if it is €5,000 or more, subject in all cases to a minimum of €500 per claim. If Pro Industry demonstrates that it has incurred higher costs, the Client shall pay those actual higher costs. This compensation shall become payable by the Client as soon as it is in default and shall be charged without further proof being required.

5.7 Unless Pro Industry indicates otherwise, payments by the Client shall first be applied against the costs and interest due, in that order, and then against the principal sums and accruing interest, with older claims taking priority over newer claims, irrespective of any different allocation specified by the Client. Pro Industry may refuse payment of the principal sum in full if the outstanding and accruing interest and collection costs are not also paid.

5.8 Whenever Pro Industry considers it desirable, and in any event if the Client is in default of any payment obligation, Pro Industry may, after entering into an Agreement and notwithstanding the agreed payment arrangements, require advance payment or security for the Client's payment obligations. The Client shall comply with such a request on first demand by Pro Industry.

5.9 If the Agreement has been entered into with more than one Client, all Clients shall be jointly and severally liable for the payment obligations under the Agreement, irrespective of the name shown on the invoice.

5.10 If the Client fails to fulfil its payment or other obligations and is in default, or fails to comply with a request by Pro Industry as referred to in paragraph 8 of this Article, Pro Industry may:

- a. dissolve the Agreement with the Client in whole or in part without prior notice of default, whereupon the Supply shall end. In that event, if Pro Industry incurs costs or suffers loss in any way as a result of the Client's non-payment, the Client shall be liable for and reimburse that loss and those costs; or
- b. suspend performance of its obligations to the Client under the Agreement in whole or in part.

Article 6 Anticipated non-performance by the Client

6.1 If, after the Agreement has been entered into, Pro Industry becomes aware of circumstances giving it reasonable grounds to fear that the Client will fail to fulfil one or more of its obligations, or will not fulfil them correctly or on time, including if the Client is declared bankrupt or is granted a suspension of payments, an application for either measure is pending, a resolution has been adopted to dissolve or merge the Client, a prejudgment or enforcement attachment is or has been levied against any part of the Client's assets, or the Client fails to fulfil any payment obligation to Pro Industry, all payment obligations owed by the Client to Pro Industry on any basis whatsoever shall become immediately due and payable in full. Pro Industry may demand immediate payment of those due and payable claims or require security for them.

6.2 In the circumstances referred to in paragraph 1, Pro Industry may suspend performance of its obligations to the Client until all payment obligations have been paid and/or secured. If Pro Industry does so, it shall not be liable for any loss or costs suffered by the Client as a result. The Client shall be liable for all loss suffered by Pro Industry as a result.

6.3 The preceding Articles shall not affect the right to invoke Article 6:265 of the Dutch Civil Code. If an Agreement is dissolved, any amounts already paid under it may not be reclaimed by way of restitution, nor may any damages or compensation for value be claimed from Pro Industry.

Article 7 Liability and obligations

7.1 A Client that fails to fulfil, or fails properly to fulfil, its obligations under these General Terms and Conditions and the Agreement(s) shall compensate Pro Industry for all resulting loss.

7.2 During the term of the Agreement, the Client shall be liable for all loss, including damage to property, suffered by Pro Industry, the Temporary Agency Worker and/or third parties as a result of the acts or omissions of the Temporary Agency Worker. For the purposes of this Article 7, a Candidate shall also be regarded as a Temporary Agency Worker even if they are not yet one in fact. The Client directs and supervises the Temporary Agency Worker's actions. Pro Industry shall not be liable for any loss suffered by the Client as a result of the acts or omissions of the Temporary Agency Worker. The Client shall indemnify Pro Industry against any liability for the loss referred to in this paragraph and against all costs arising directly or indirectly from it, including legal costs.

7.3 The Client shall take out adequate insurance to cover the liabilities stipulated in these General Terms and Conditions. At the request of Pro Industry, the Client shall provide proof of the relevant liability insurance.

7.4 Pro Industry shall use reasonable endeavours to perform the Agreement with the care and skill expected of a competent contractor. Pro Industry is under no obligation to supply.

7.5 If it is established by a court or by operation of law that Pro Industry is liable to the Client for loss suffered in connection with the Agreement, in tort or on any other basis, Pro Industry's total liability, including any payment obligation under Article 6:230 and/or Article 6:271 of the Dutch Civil Code, shall at all times be limited as set out in this provision:

- a. Pro Industry shall not be liable for any loss arising because it relied on inaccurate information provided by or on behalf of the Client concerning Equivalent Pay or any other data, files, resources or information;
- b. Pro Industry shall not be liable for any consequential loss suffered by the Client, including loss of profit, income, turnover or savings and loss caused by business interruption or any other interruption;
- c. Pro Industry's liability to the Client shall at all times be limited to the amount paid out under Pro Industry's liability insurance in the relevant case;
- d. if Pro Industry's liability insurance does not pay out for any reason, Pro Industry's liability shall be limited to the aggregate amount of the last three invoices issued to and paid by the Client under this Agreement, insofar as those invoices relate to the services of the Temporary Agency Worker(s) who caused the loss. The total liability of Pro Industry and its affiliated companies to the Client shall in all cases be limited to €100,000 per year, irrespective of the basis of liability or the number of events causing loss.

7.6 These limitations of liability shall not apply in the event of intentional misconduct or deliberate recklessness by Pro Industry and/or a Temporary Agency Worker.

7.7 All persons subordinate to Pro Industry may rely on the above provisions against the Client and, where necessary, against third parties to the same extent as Pro Industry.

7.8 Any loss for which Pro Industry may be held liable must be reported to Pro Industry in Writing as soon as possible and no later than 8 calendar days after it arises, failing which the right to compensation for that loss shall lapse. This period shall not apply if the Client can demonstrate that, for a valid reason, the loss could not have been reported earlier. Irrespective of when the loss is reported, the right to bring a related liability claim shall lapse 12 months after the Client became aware, or could reasonably have become aware, of the event that caused the loss.

7.9 Pro Industry shall not be liable to the Client for any obligations entered into by a Temporary Agency Worker with the Client or third parties, or arising for the Temporary Agency Worker towards the Client or third parties, whether or not with the consent of the Client or those third parties.

Article 8 Intellectual and industrial property

8.1 At the Client's request, Pro Industry shall have the Temporary Agency Worker sign a Written statement in order, insofar as necessary and possible, to ensure or facilitate that all intellectual and industrial property rights in the results of the Temporary Agency Worker's work vest in or are transferred to the Client. If Pro Industry is required to pay compensation to the Temporary Agency Worker or incurs any other costs in this connection, the Client shall pay Pro Industry an equivalent amount.

8.2 The Client may enter directly into an agreement with the Temporary Agency Worker or present the Temporary Agency Worker with a statement for signature concerning the intellectual and industrial property rights referred to in paragraph 1 of this Article. The Client shall inform Pro Industry of its intention to do so and provide Pro Industry with a copy of the agreement or statement drawn up for that purpose.

8.3 Pro Industry shall not be liable to the Client for any fine or penalty payment incurred by the Temporary Agency Worker, or for any loss suffered by the Client because the Temporary Agency Worker invokes an intellectual and/or industrial property right.

Article 9 Confidentiality

9.1 Neither Pro Industry nor the Client shall disclose to third parties any confidential information concerning the other Party, its activities or business relationships, or the Supply of the Temporary Agency Worker, that comes to its attention as a result of the assignment, except insofar as disclosure is necessary for the proper performance of the Agreement or is required by law.

9.2 At the Client's request, Pro Industry shall require the Temporary Agency Worker to keep confidential everything that becomes known to them or that they become aware of in the course of their work, unless disclosure is required by law.

9.3 The Client may itself impose a duty of confidentiality on the Temporary Agency Worker. The Client shall inform Pro Industry of its intention to do so and provide Pro Industry with a copy of the statement or agreement drawn up for that purpose.

9.4 Pro Industry shall not be liable for any fine, penalty payment or loss suffered by the Client as a result of the Temporary Agency Worker's breach of that duty of confidentiality.

Article 10 Termination of the Agreement

10.1 In the event of dissolution, termination or suspension of the Agreement, Pro Industry shall not be liable to pay the Client any damages or compensation for value unless the termination is based on facts and circumstances that, according to generally accepted standards, should be borne by Pro Industry.

10.2 If any provision of these General Terms and Conditions or the Agreement is void or is annulled, the remaining provisions shall remain in full force and effect. The Parties shall consult with one another in order to agree a replacement provision that achieves, as far as possible, the same purpose and effect as the void or annulled provision.

10.3 Pro Industry may transfer its rights and obligations under an Agreement to a third party. Unless otherwise agreed in Writing, the Client may not transfer its rights and obligations under an Agreement to a third party.

Article 11 Applicable law and competent court

11.1 These General Terms and Conditions and the Agreements are governed by Dutch law.

11.2 All disputes arising out of or in connection with a legal relationship between Pro Industry and the Client shall be submitted exclusively at first instance to the competent court of the Rotterdam District Court.

CHAPTER 2

Supply of Temporary Agency Workers

Article 12 Conditions governing the Supply of Temporary Agency Workers

12.1 In addition to the general provisions of Chapter 1, the provisions of this Chapter 2 shall apply if Pro Industry introduces a Candidate and subsequently supplies that Candidate to the Client as a Temporary Agency Worker.

Article 13 Duration and end of the Supply

13.1 An Agreement shall be entered into for a fixed term or an indefinite period. A fixed-term Agreement is an Agreement entered into:

- for a fixed period; or
- for a determinable period; or
- for a determinable period that does not exceed a fixed period.

13.2 A fixed-term Agreement shall end by operation of law when the agreed period expires or a predetermined, objectively determinable event occurs.

13.3 The Client shall notify Pro Industry in Writing, no later than one month before the Agreement ends by operation of law, that it wishes to enter into a new Agreement. If the Client fails to give timely Written notice, the fixed-term Agreement shall automatically be extended for the same term and on the same conditions as those on which it was originally entered into.

13.4 A fixed-term Agreement may not be terminated early unless otherwise agreed in Writing. If a right of early termination has been agreed, notice must be given in Writing subject to a notice period of three months.

13.5 An Agreement entered into for an indefinite period may be terminated by giving three months' Written notice.

13.6 Either Party may terminate any Agreement with immediate effect if:

- the other Party is in default;
- the other Party ceases trading, enters into an arrangement with all its creditors, is dissolved, enters liquidation and/or ceases its activities; or
- the other Party is declared bankrupt or applies for a suspension of payments.

13.7 If Pro Industry terminates the Agreement on any of these grounds, the conduct of the Client on which the termination is based shall be deemed to constitute a request by the Client to end the Supply. Pro Industry shall not be liable for any resulting loss suffered by the Client. Following termination, all claims held by Pro Industry shall become immediately due and payable.

13.8 The end of the Agreement shall result in the end of the Supply. Termination of the Agreement by the Client shall constitute a request by the Client to Pro Industry to end the ongoing Supply or Supplies on the date on which the Agreement validly ends or the date on which the notice of termination validly takes effect.

13.9 The end of the Supply expressly does not constitute the end of the Agreement.

13.10 The Supply shall end by operation of law if and as soon as Pro Industry can no longer supply the Temporary Agency Worker because the Temporary Agency Worker's employment contract has ended and is not immediately continued for the benefit of the same Client. In that event, Pro Industry shall not be in attributable breach of its obligations to the Client and shall not be liable for any loss suffered by the Client as a result.

13.11 The end of a Supply shall not affect any other Agreements between Pro Industry and the Client.

Article 14 Client's duty to provide information

14.1 The Client acknowledges that Pro Industry depends on the Client providing accurate information on time in order properly to fulfil its obligations concerning Equivalent Pay, in accordance with Article 12a of the Waadi. This applies in particular to information on the applicable (company-specific) collective labour agreement(s), staff regulations and supplementary terms and conditions of employment. The Client undertakes to fulfil this duty to provide information and to provide Pro Industry with all required information on time and in full.

14.2 The Client shall use the digital platform made available by Pro Industry for the provision of information. If the platform is unexpectedly unavailable, the Client shall complete the latest available version of the Standard Equivalent Pay Questionnaire. By doing so, the Client confirms that the information provided is accurate and complete and shall sign, digitally where applicable, to that effect.

14.3 The Client shall immediately notify Pro Industry of any changes to the remuneration arrangements applicable to its own employees.

14.4 For the purposes of Equivalent Pay, the Client shall in particular provide detailed information on its pension scheme, including but not limited to the employer contribution percentage, the exact composition of the pension base, the applicable scales and any ancillary arrangements included in the pension scheme, such as survivor benefit arrangements.

14.5 The Client shall provide on time all information concerning schemes for its employees that result in a payment if a particular event occurs, including but not limited to information on accident insurance, whether it is in force and the amounts payable in the event of death or permanent disability, and WGA shortfall insurance, whether it is in force and whether it is paid for by the employer or the Temporary Agency Worker.

14.6 Before the Agreement and/or the Supply begins, the Client shall provide Pro Industry with the job title and job description, the corresponding grading and information on all elements of the remuneration arrangements and the level of remuneration under the applicable collective labour agreement and other terms and conditions of employment.

14.7 The remuneration of the Temporary Agency Worker, including any allowances and expense reimbursements, shall be determined in accordance with the CLA (including the provisions regarding Equivalent Pay) and any other applicable laws and regulations.

14.8 If at any time the information on Equivalent Pay or the job description and corresponding grading does not match the work actually performed by the Temporary Agency Worker, or the Temporary Agency Worker's remuneration does not meet the requirements of Equivalent Pay, the Client shall immediately provide Pro Industry with complete and accurate information. The Temporary Agency Worker's remuneration shall be recalculated on the basis of that accurate information. Pro Industry shall then

correct the Temporary Agency Worker's pay retrospectively and make a corresponding retrospective adjustment to the Client Rate. The adjusted rate shall be payable by the Client to Pro Industry with retroactive effect.

14.9 To enable the Agreement to be performed as far as possible in accordance with the agreed schedule, the Client shall provide Pro Industry on time, and in any event before the Temporary Agency Worker starts work, with everything required and shall take on time all steps that Pro Industry needs in order to perform the Agreement or that the Client should reasonably understand to be necessary for its performance. This includes, but is expressly not limited to, all information that may affect the Services.

14.10 When entering into the Agreement, the Client shall inform Pro Industry of any company shutdowns and company-wide compulsory days off during the term of the Agreement so that, where possible, Pro Industry can incorporate them into the employment contract with the Temporary Agency Worker. If, after the Agreement has been entered into, the Client becomes aware of a plan for a company shutdown and/or company-wide compulsory days off, it shall inform Pro Industry immediately. If the Client fails to inform Pro Industry on time, it shall pay Pro Industry the Client Rate in full for the duration of the company shutdown, based on the number of regular and overtime hours per period applicable or customary under the Agreement and these General Terms and Conditions.

14.11 The Client warrants the accuracy, timely provision, completeness, reliability, adequacy and lawfulness of all actions taken and data provided to Pro Industry by or on behalf of the Client. The Client also warrants that it has provided all essential items and taken all essential steps referred to in paragraphs 1 to 10 of this Article that are required to set up and perform the Agreement.

14.12 If the information required to perform the Agreement is not provided to Pro Industry on time, or the necessary steps are not taken on time, Pro Industry may suspend performance of the Agreement until the Client has provided all the information. Alternatively, Pro Industry may take or arrange for the steps necessary to ensure that it has everything required to perform the Agreement, at the Client's expense and risk.

14.13 If the required information is not provided to Pro Industry on time, Pro Industry may terminate the Agreement with immediate effect without being liable for any loss suffered by the Client. Any additional hours and/or costs incurred by Pro Industry as a result of the Client's failure to fulfil the duty to provide information set out in this Article shall be charged to the Client at the rates customarily applied at that time. The Client shall also be liable for any other resulting loss suffered by Pro Industry.

Article 15 Duty to inform in case of adverse weather

15.1 If weather conditions, such as frost, black ice or snowfall, make it impossible to perform the work, the Client shall notify Pro Industry as soon as possible and no later than 09:00 on the relevant working day, in writing or by telephone.

15.2 The Client acknowledges that Pro Industry is legally required to notify the Employee Insurance Agency (UWV) of unworkable weather before 10:00 that same morning in order to claim benefits for its employees under the Unemployment Insurance Act (WW).

15.3 If the Client fails to give timely notice as referred to in Article 15.1, Pro Industry may charge the Client in full for all hours scheduled and any costs incurred for the relevant day or days.

Article 16 Selection of workers

16.1 Before the Supply begins, the Client shall provide Pro Industry with an accurate description of the position, job requirements, working times, number of working hours, duties, workplace, working conditions and intended duration of the Supply.

16.2 On the basis of the information provided by the Client and the characteristics, knowledge and skills known to Pro Industry of Candidates eligible for Supply, Pro Industry shall determine which Candidate to introduce to the Client for the performance of the Agreement. The Client may reject the proposed Candidate, in which case the Supply of that Candidate shall not proceed.

16.3 Pro Industry shall not be in breach of its obligations to the Client or liable for any loss if contacts between the Client and Pro Industry before a possible Agreement, including a specific request by the Client for the Supply of a Temporary Agency Worker, do not for any reason result in the actual Assignment of a Temporary Agency Worker, or do not do so within the period requested by the Client.

16.4 Pro Industry shall not be liable for any loss resulting from the engagement of a Temporary Agency Worker who proves not to meet the requirements specified by the Client.

16.5 Pro Industry may replace a Temporary Agency Worker supplied to the Client with another Temporary Agency Worker while continuing the Agreement, including for reasons relating to Pro Industry's business or employment policies, the preservation of employment or compliance with applicable laws and regulations, in particular the applicable CLA and dismissal guidelines.

16.6 Pro Industry shall not be in breach of its obligations to the Client or liable for any loss or costs if, for any reason, it is unable to supply, or continue supplying, a Temporary Agency Worker or replacement Temporary Agency Worker to the Client in the manner or for the number of hours agreed in the Agreement or subsequently.

Article 17 Right of suspension

17.1 The Client may not temporarily suspend the Temporary Agency Worker's Assignment in whole or in part unless there is force majeure within the meaning of Article 6:75 of the Dutch Civil Code.

17.2 Notwithstanding paragraph 1 of this Article, suspension shall be permitted if:

- it is agreed in Writing and the duration of the suspension is specified; and
- the Client demonstrates that no work is temporarily available or that the Temporary Agency Worker cannot be put to work; and
- Pro Industry can validly rely, as against the Temporary Agency Worker, on an exclusion of the obligation to continue paying wages under the CLA.

17.3 The Client shall not owe the Client Rate during the period of suspension.

17.4 If the Client is not entitled temporarily to suspend the Assignment but temporarily has no work for the Temporary Agency Worker or cannot put the Temporary Agency Worker to work, the Client shall continue to pay Pro Industry the Client Rate in full for the duration of the Agreement, based on the most recently applicable or customary number of regular and overtime hours per period, such as a week or month, under the Agreement.

17.5 If Pro Industry is temporarily prevented from fulfilling its obligations by circumstances arising through no fault of its own and outside its sphere of risk, it may suspend performance of the Agreement for the duration of the impediment. Any security provided for payment by or on behalf of the Client shall be extended accordingly.

17.6 If Pro Industry is permanently prevented from fulfilling its obligations by circumstances of the kind referred to in paragraph 5, either Party may dissolve the Agreement in whole or in part.

17.7 The circumstances referred to in paragraph 6 include, but are not limited to, war, threat of war, riots, civil commotion, fire, water damage, flooding, strikes, occupation of business premises, lockouts, import or export restrictions, government measures, machinery breakdown, disruption to energy supplies and business interruption.

Article 18 Civil chain liability for wages

18.1 In addition to Pro Industry, the Client shall, pursuant to Article 7:616a of the Dutch Civil Code, be jointly and severally liable to the Temporary Agency Worker for payment of the wages due to them unless, in Pro Industry's assessment, the Client qualifies as 'not at fault' in relation to any underpayment.

18.2 To demonstrate that it is 'not at fault', the Client shall in all cases provide Pro Industry on time, accurately and in full with all information on the terms and conditions of employment referred to in Article 14 of these General Terms and Conditions.

18.3 Pro Industry shall, as against the Client, be obliged to remunerate the Temporary Agency Worker in accordance with applicable laws and regulations.

Article 19 (Direct) employment relationship between the Client and a Temporary Agency Worker

19.1 For the purposes of this Article, entering into an employment relationship with a Temporary Agency Worker includes:

- the Client entering directly or indirectly into an employment contract, a contract for work and/or a contract for services with a Candidate or Temporary Agency Worker;
- arranging for the Candidate or Temporary Agency Worker concerned to be supplied by a third party, such as another temporary employment agency or payroll company;
- the Temporary Agency Worker entering into an employment relationship with a third party where the Client and that third party form part of the same group, as referred to in Article 2:24b of the Dutch Civil Code, or one is a subsidiary of the other, as referred to in Article 2:24a of the Dutch Civil Code.

19.2 For the purposes of this Article, Temporary Agency Worker also includes:

- a Candidate or Temporary Agency Worker registered with Pro Industry;
- a Candidate or Temporary Agency Worker introduced to the Client or a company affiliated with the Client;
- a Temporary Agency Worker whose Supply ended before the employment relationship with the Client was entered into.

19.3 The Client may enter into an employment relationship with a Temporary Agency Worker only if and insofar as the following provisions are complied with.

19.4 The Client shall not enter into an employment relationship with the Temporary Agency Worker if and insofar as the Temporary Agency Worker's employment contract has not validly ended and the Client cannot validly terminate the assignment placed with Pro Industry.

19.5 The Client acknowledges that this arrangement is separate from the statutory prohibition on preventing a Temporary Agency Worker from entering into employment with the Client, as set out in Article 9a of the Waadi, and that the provisions of this Article constitute a commercial agreement between the Client and Pro Industry designed to protect Pro Industry's business model.

19.6 The Client shall inform Pro Industry in Writing of its intention to enter into an employment relationship with the Temporary Agency Worker before acting on that intention. The Client shall enter into an employment relationship with the Temporary Agency Worker only if the following paragraphs of this Article have been complied with.

19.7 If Pro Industry has introduced a Temporary Agency Worker to a prospective or existing Client and that Client subsequently enters into an employment relationship with the Temporary Agency Worker, directly or through a third party, before the Supply begins, the Parties shall treat Pro Industry's services as recruitment and selection services under Chapter 3 of these General Terms and Conditions.

19.8 In that event, the Client shall owe a recruitment and selection fee equal to 28% of the Temporary Agency Worker's gross annual salary, subject to a minimum of €15,000.

19.9 In addition to basic salary, gross annual salary includes holiday allowance, bonuses, profit-sharing payments, year-end payments, commission and the taxable benefit in kind of items made available, such as a car. If and insofar as any component of income depends on performance or results, it shall be assumed that the maximum has been achieved.

19.10 If Pro Industry supplies a Temporary Agency Worker and the Client enters into an employment relationship with that Temporary Agency Worker before the Temporary Agency Worker has completed 2,080 Assignment Hours that have been invoiced to and paid by the Client, the Client shall pay reasonable compensation for the services provided by Pro Industry and for the recruitment and training of the Temporary Agency Worker.

19.11 This fee shall apply irrespective of whether the Agreement with Pro Industry was entered into for a fixed term or an indefinite period. The same shall apply if the Client enters into an employment relationship with the Temporary Agency Worker within 12 months after the Supply ends.

19.12 In all cases, the fee shall equal 30% of the most recently applicable Client Rate multiplied by the difference between 2,080 Assignment Hours and the Assignment Hours already worked by the Temporary Agency Worker for the Client under the Supply, insofar as those hours have been invoiced to and paid by the Client. The minimum fee shall be €2,500.

19.13 If, in accordance with these General Terms and Conditions, the Client enters into an employment relationship with a Temporary Agency Worker later than contractually permitted, Pro Industry shall not be liable for any additional costs incurred by the Client as a result.

Article 20 Proper exercise of direction and supervision

20.1 The Client shall direct and supervise the Temporary Agency Worker within the meaning of Article 7:690 of the Dutch Civil Code.

20.2 When directing and supervising the Temporary Agency Worker and in relation to the performance of the work, the Client shall exercise the same duty of care as it is required to exercise towards its own employees. If the Client fails to act in accordance

with the foregoing, Pro Industry may take measures against the Client, including but not limited to withdrawing the Temporary Agency Worker, suspending performance of the Agreement or dissolving the Agreement.

20.3 The Client may not in turn supply the Temporary Agency Worker to a third party ('on-supply'), meaning that it may not make the Temporary Agency Worker available to a third party to perform work under that third party's direction and supervision. On-supply also includes the Client supplying the Temporary Agency Worker to a natural person or legal entity that forms part of the same group as the Client. This paragraph may be departed from only if Pro Industry and the Client expressly agree to do so in Writing.

20.4 A Client established in the Netherlands may not assign the Temporary Agency Worker to work abroad. If the Client nevertheless wishes to do so, it must consult Pro Industry in advance and the conditions must be agreed in Writing, taking account of the local law. All costs associated with an Assignment abroad shall be borne by the Client. If the Client has work performed abroad without this prior Written consent, it shall be liable for any resulting loss and/or fines.

Article 21 Client's duty of care and indemnity in favour of Pro Industry

21.1 The Temporary Agency Worker's contracted hours and working times at the Client shall be agreed before the Supply begins. Unless otherwise agreed, the Temporary Agency Worker's working times, working hours and rest periods shall be the same as those customarily applying at the Client. The Client warrants that the Temporary Agency Worker's working hours, rest periods and working times comply with statutory requirements. The Client shall ensure that the Temporary Agency Worker does not exceed the working hours permitted by law or the agreed number of working hours.

21.2 Pro Industry is not liable for any breach of the regulations applicable to rest and working hours. The Client shall indemnify Pro Industry at all times against any fines imposed on and claims brought against Pro Industry as a result of the Client's failure to fulfil the obligations referred to in this Article.

21.3 The Temporary Agency Worker's holiday entitlement and leave shall be governed by law and the CLA.

21.4 The Client acknowledges that it is regarded as the employer under the Working Conditions Act.

21.5 The Client shall be responsible towards the Temporary Agency Worker and Pro Industry for fulfilling the obligations concerning workplace safety and good working conditions generally that arise under Article 7:658 of the Dutch Civil Code, the Working Conditions Act and related regulations.

21.6 The Client shall provide the Temporary Agency Worker and Pro Industry, in Writing and on time, and in any event at least one working day before the work begins, with information on the required occupational qualifications and the specific characteristics of the workplace. The Client shall actively inform the Temporary Agency Worker about the Risk Inventory and Evaluation (RI&E) applicable within its organisation.

21.7 If the Temporary Agency Worker suffers a workplace accident or occupational disease, the Client shall, where required by law, notify the competent authorities immediately and ensure that a Written report is prepared without delay. The report shall record the circumstances of the accident in sufficient detail to determine with a reasonable degree of certainty whether, and to what extent, the accident or occupational disease resulted from inadequate preventive measures. The Client shall inform Pro Industry of the workplace accident or occupational disease as soon as possible and provide it with a copy of the report.

21.8 The Client shall compensate the Temporary Agency Worker for all loss, including costs and actual legal costs, suffered in the course of their work, and shall indemnify Pro Industry against all such loss, if and insofar as the Client and/or Pro Industry is liable under Article 7:658, Article 7:611 and/or Article 6:162 of the Dutch Civil Code.

21.9 If the workplace accident results in the Temporary Agency Worker's death, the Client shall compensate the persons referred to in Article 6:108 of the Dutch Civil Code for all loss, including costs and actual legal costs, in accordance with that Article and shall indemnify Pro Industry against all loss, including costs and actual legal costs, for which Pro Industry is held liable.

21.10 If the Client has taken out accident insurance for its employees, that insurance shall also cover any Temporary Agency Worker supplied by Pro Industry who works for the Client. If the Client fails to arrange such cover, any claim made by or on behalf of a Temporary Agency Worker under the Client's accident insurance shall be borne in full by the Client, which shall indemnify Pro Industry against all such claims and costs.

21.11 The Client acknowledges the Dutch Whistleblowers Protection Act and shall ensure that the Temporary Agency Worker has access to its internal whistleblowing procedure on the same basis as its own employees if the Client has such a procedure or is required to have one.

21.12 If the Client has a complaints procedure concerning the treatment of employees, it shall ensure that the Temporary Agency Worker has access to that procedure on the same basis as its own employees. This applies only to complaints that do not concern the temporary employment agency's role as employer. The foregoing applies unless statutory obligations provide otherwise.

Article 22 Employee participation

22.1 The Client shall enable a Temporary Agency Worker who is a member of Pro Industry's works council or the Client's works council to exercise their employee participation rights in accordance with applicable laws and regulations.

22.2 If the Temporary Agency Worker exercises employee participation rights within the Client's undertaking, the Client shall also owe the Client Rate for any working hours during which the Temporary Agency Worker performs related activities or attends related training.

22.3 The Client acknowledges its duties to provide information under the Works Councils Act concerning the actual or expected use of Temporary Agency Workers in its undertaking. If and insofar as the Client wishes to rely on information provided or to be provided by Pro Industry in fulfilling those duties, Pro Industry shall provide no more information than is required under the Works Councils Act.

Article 23 Identification and personal data

23.1 At the start of the Supply, the Client shall establish the Temporary Agency Worker's identity using an original identity document that states the Temporary Agency Worker's nationality. The Client shall carefully check that identity document for authenticity and validity.

23.2 The Client shall keep confidential any personal data concerning the Temporary Agency Worker that comes to its attention in connection with the Supply and shall process that data in accordance with the General Data Protection Regulation. The Client may not process a copy of the Temporary Agency Worker's identity document unless there is a legal basis for doing so.

23.3 A Client to which Pro Industry supplies a foreign national within the meaning of the Foreign Nationals Employment Act expressly acknowledges Article 15 of that Act. This Article provides, among other things, that when the foreign national starts work, the Client must receive from them a copy of the document referred to in Article 1 of the Compulsory Identification Act. The Client shall carefully check that document, use it to establish the foreign national's identity and retain a copy in its records. Pro Industry shall not be responsible or liable for any fine imposed on the Client under the Foreign Nationals Employment Act or the General Data Protection Regulation.

23.4 Pro Industry shall not be liable for any fines imposed on or claims brought against the Client because the Client has failed to fulfil the obligations referred to in this Article.

23.5 The Client shall indemnify Pro Industry at all times against any fines imposed on and claims brought against Pro Industry as a result of the Client's failure to fulfil the obligations referred to in this Article.

Article 24 Client Rate for temporary agency work

24.1 The fee payable by the Client to Pro Industry shall be calculated by multiplying the agreed Client Rate by the hours worked by the Temporary Agency Worker or, if higher, by the number of hours for which Pro Industry is entitled to payment under the Agreement and/or these General Terms and Conditions. Hours shall be rounded up to the next quarter of an hour. Any waiting time during which the Temporary Agency Worker is required to remain available shall count as time worked. The Client Rate shall also be increased by the applicable premiums, including but not limited to premiums for overtime, public holidays and irregular hours, and by any expense reimbursements to which the Temporary Agency Worker is entitled. VAT shall be charged on the total fee payable by the Client to Pro Industry. If the Temporary Agency Worker requires training or work instructions in order to perform the assignment, the hours spent on that training shall be invoiced to the Client as hours worked unless expressly agreed otherwise.

24.2 Components of Equivalent Pay, including but not limited to year-end payments, a 13th-month payment, bonuses, expense reimbursements and compensation for the employer's pension contribution, to which the Temporary Agency Worker is entitled independently of the hours worked, may be invoiced separately from those hours. Pro Industry may invoice such components per hour, per week or for another period, or as a one-off amount when the relevant component is paid to the Temporary Agency Worker.

24.3 Pro Industry is expressly permitted to invoice any pension compensation on the basis of the STiPP pension base multiplied by the difference between the Client's employer pension contribution percentage and STiPP's employer pension contribution percentage. In accordance with Equivalent Pay, the outcome of this calculation may not be less than zero.

24.4 In addition to the fee payable to Pro Industry, the Client shall pay Pro Industry any statutory transition payment due to the Temporary Agency Worker and/or any compensation due for failure to observe all or part of the required notification period, insofar as the Temporary Agency Worker is entitled to such payment or compensation under Articles 7:673 and 7:668 of the Dutch Civil Code respectively. Pro Industry shall charge these amounts in full to the relevant Client.

24.5 If the Temporary Agency Worker's remuneration must at any time be adjusted or increased, Pro Industry shall recalculate the remuneration and the Client Rate on the basis of the information provided by the Client concerning the job classification and Equivalent Pay. The remuneration and the Client Rate shall include all elements of Equivalent Pay applicable within the Client's organisation.

24.6 In addition to the situation referred to in paragraph 3, Pro Industry may in any event adjust the Client Rate during the term of the Agreement if the cost of temporary agency work increases:

- as a result of an amendment to the CLA or the wages provided for in it, or an amendment to the collective labour agreement and/or terms and conditions of employment scheme applicable to the Client, or the wages provided for in them;
- as a result of changes to or arising from laws and regulations, including social security and tax laws and regulations, the CLA or any other binding rule;
- as a result of a periodic pay increase and/or a mandatory one-off payment arising from the CLA, the collective labour agreement and/or terms and conditions of employment scheme applicable to the Client and/or laws and regulations.

24.7 If, contrary to paragraphs 3 and 4 of this Article, the Client does not agree to pay the adjusted Client Rate, this shall be deemed to constitute a request by the Client to end the Supply. The Supply shall not, however, end until the Temporary Agency Worker's employment contract can be validly terminated. The Client shall owe the Client Rate until the employment contract ends.

24.8 Pro Industry shall notify the Client of any adjustment to the Client Rate as soon as possible and confirm the adjustment to the Client in Writing.

24.9 If the remuneration and/or Client Rate has been set too low for any reason attributable to the Client, Pro Industry may recalculate the remuneration and Client Rate retrospectively and charge the adjusted Client Rate with retroactive effect. Pro Industry may also charge the Client for any costs it incurs as a result.

24.10 In addition to the grounds for adjustment described above, Pro Industry may increase the Client Rate annually, from week 1 of the new year, by the same percentage as the year-on-year increase in the consumer price index (CPI) in September.

24.11 Unless otherwise agreed and without prejudice to the Client's other obligations to Pro Industry, the Client shall pay Pro Industry the Client Rate for at least three hours per call-out if:

- the Temporary Agency Worker reports at the agreed time and place to perform the temporary agency work but the Client does not allow the work to begin, or the Temporary Agency Worker works for fewer than three hours; or
- under the Agreement, the agreed working hours are fewer than fifteen hours per week and the working times have not been fixed, or the number of working hours has not been specified or has not been specified unambiguously.

24.12 If the Employment agreement qualifies as an on-call contract within the meaning of Article 7:628a of the Dutch Civil Code and the Client changes or cancels the Supply within four days before the work is due to begin, the Client shall pay the Client Rate for the hours for which the Temporary Agency Worker was originally called out.

Article 25 Invoicing and time records

25.1 Unless otherwise agreed in Writing, time records shall be based on timesheets approved in writing by the Client. The Client and Pro Industry may agree that time shall be recorded using a time-recording system, an electronic and/or automated system or records prepared by or for the Client.

25.2 Pro Industry shall invoice for a Temporary Agency Worker who works a fixed number of hours on the basis of the hours actually worked, subject to a minimum of the number of hours agreed with the Client. Pro Industry shall invoice for on-call workers and Temporary Agency Workers with variable hours on the basis of their timesheets.

25.3 Pro Industry may invoice the Client for the Temporary Agency Worker's hours weekly or once every four weeks.

25.4 The Client shall ensure that time records are accurate and complete and shall ensure, or arrange for someone to ensure, that the Temporary Agency Worker's details are recorded accurately and truthfully. Those details include the Temporary Agency Worker's name, regular hours worked, overtime hours, irregular hours and shift hours, any other hours for which the Client Rate is payable under the Agreement and these General Terms and Conditions, any applicable premiums and any expenses actually incurred.

25.5 If the Client provides the time records, it shall ensure that Pro Industry receives them immediately after the week in which the Temporary Agency Worker worked. The Client shall be responsible for the manner in which the time records are provided to Pro Industry.

25.6 If and insofar as the Temporary Agency Worker disputes the information in the time records, Pro Industry may determine the hours and costs on the basis of the Temporary Agency Worker's statement unless the Client demonstrates that the information it provided is correct.

25.7 If time is recorded using timesheets submitted by the Temporary Agency Worker, the Client shall retain a copy of each timesheet. If there is any discrepancy between the timesheet submitted by the Temporary Agency Worker to Pro Industry and the copy retained by the Client, the timesheet submitted to Pro Industry shall constitute conclusive evidence for invoicing purposes, unless the Client provides evidence to the contrary.

25.8 The Client may not, without Pro Industry's prior written approval, set off any claim against Pro Industry against amounts that the Client owes to Pro Industry. Nor may the Client suspend its payment obligations to Pro Industry or make any deduction from the amounts due on account of claims or entitlements against Pro Industry.

Article 26 Obligations under the Dutch Workers Allocation by Intermediaries Act (Waadi)

26.1 The Client expressly acknowledges Article 8b of the Waadi and shall ensure that Temporary Agency Workers have the same access to facilities and services within its undertaking, including canteens, childcare and transport facilities, as its own employees working in the same or equivalent positions, unless a difference in treatment is objectively justified.

26.2 The Client expressly acknowledges Article 8c of the Waadi and shall ensure that vacancies arising within its undertaking are brought clearly and on time to the attention of Temporary Agency Workers so that they have the same opportunity to obtain an employment contract for an indefinite period as the undertaking's own employees. The selection of a Candidate and/or Temporary Agency Worker for a vacancy shall be handled in accordance with Article 19 of these General Terms and Conditions.

26.3 The Client expressly acknowledges Article 10 of the Waadi. Pro Industry may not supply Temporary Agency Workers to the Client, or to any part of the Client's undertaking, where a strike, lockout or occupation of business premises is taking place. The Client shall inform Pro Industry fully and on time of the planned commencement, actual commencement, continuation or end of any collective industrial action, whether organised by trade unions or otherwise, including but not limited to a strike, lockout or occupation of business premises.

26.4 When directing and supervising Temporary Agency Workers, the Client shall not give them any instructions that would breach Article 10 of the Waadi, including but not limited to instructing Temporary Agency Workers to perform work normally carried out by employees who are participating in collective industrial action at that time.

26.5 The Client expressly acknowledges Article 12a of the Waadi. Before the Supply begins, and subsequently whenever the terms and conditions of employment change, the Client shall, on its own initiative, provide Pro Industry fully and on time, in writing or electronically, with information on those terms and conditions. This shall include the position to be performed by the Temporary Agency Worker, the corresponding grading and all terms and conditions of employment applicable to that position.

Article 27 Hiring and sub-hiring

27.1 This Article applies specifically and exclusively where Pro Industry hires in and on-supplies a Temporary Agency Worker, acting as the 'on-supplier', as follows: Pro Industry hires in the Temporary Agency Worker from another party or temporary employment agency, the 'supplier', and then on-supplies that Temporary Agency Worker to the Client to perform work under the Client's direction and supervision.

27.2 These General Terms and Conditions also apply to a Temporary Agency Worker hired in and on-supplied by Pro Industry. Any reference in these General Terms and Conditions to a Temporary Agency Worker also includes a Temporary Agency Worker hired in and on-supplied by Pro Industry, provided that Pro Industry is not the Temporary Agency Worker's legal employer.

CHAPTER 3

Recruitment and selection

Article 28 Applicability of general provisions

28.1 In addition to the general provisions of Chapter 1, the provisions of this Chapter 3 shall apply if Pro Industry recruits and selects a Candidate for a vacancy at the Client.

28.2 This Chapter shall also apply if the Client enters into an employment contract with a Candidate and/or Temporary Agency Worker in accordance with Article 19 of these General Terms and Conditions.

Article 29 Formation and performance of an assignment

29.1 An assignment is formed when the Client submits the vacancy, including the job details, electronically, for example by email, and Pro Industry accepts it in Writing, or when Pro Industry begins to perform the assignment.

29.2 For each assignment, the Client shall agree with Pro Industry all details of the position and the related terms and conditions of employment, on the basis of which Pro Industry shall advertise the vacancy.

29.3 Pro Industry shall select one or more Candidates for a vacancy at the Client. Unless otherwise agreed in Writing, Pro Industry shall not be required to ask Candidates for personal or professional references in order to obtain information about their employment history and/or personal background. Pro Industry shall not actively obtain information about any history of incapacity for work.

29.4 Pro Industry shall introduce Candidates to the Client in writing and/or orally. Candidates shall generally be introduced by sending a CV, which may be supplemented by an oral and/or written description of the Candidate. Presentations of Candidates shall be made to the best of Pro Industry's judgement, in accordance with the standards of good professional practice, and shall be based on the wishes and requirements provided by the Client.

29.5 Pro Industry shall manage all contact with the Candidate during the recruitment and selection process. Pro Industry and the Client may agree otherwise if desired.

29.6 Pro Industry shall inform Candidates who are not invited for an interview or who are no longer being considered at a later stage of the procedure.

29.7 If the Client requests this in Writing, Pro Industry shall carry out reference checks with a maximum of two referees on the Client's behalf. Pro Industry shall assume that references and information obtained from the Candidate are accurate. Pro Industry shall not be required to verify the accuracy of that information and accepts no liability for any loss arising if the information proves to be inaccurate.

29.8 The Client shall be responsible for independently assessing the selected Candidate's expertise and skills. The Client shall be solely responsible for deciding whether to enter into an employment contract with a Candidate introduced by Pro Industry and for the content of that employment contract. The Client undertakes to inform Pro Industry whether a proposed Candidate has been hired or rejected.

29.9 If the Candidate and the Client enter into an employment contract, the assignment shall be deemed successful irrespective of the duration of that employment contract or the reason for any termination.

29.10 Pro Industry shall not be liable if the Candidate proves not to meet the Client's requirements or expectations, or for any loss caused by the Candidate, unless this demonstrably results from an attributable failure by Pro Industry in carrying out the recruitment and selection assignment. Pro Industry shall not be liable for loss of any kind suffered by the Client if a Candidate introduced by Pro Industry decides not to enter into an employment relationship with the Client or decides to terminate such an employment relationship early.

Article 30 Pricing, invoicing and terms

30.1 The Client shall owe a recruitment and selection fee if an assignment is successful within the meaning of Article 29.9 of these General Terms and Conditions.

30.2 A recruitment and selection assignment shall also be deemed successful if, within twelve months after being introduced by Pro Industry, a Candidate enters the employment of or otherwise works for the Client or an affiliated company. In that event, the recruitment and selection fee shall be payable in accordance with the calculation set out in this Article, using the information provided in advance by the Client.

30.3 The Client shall also owe the recruitment and selection fee if a Candidate introduced by Pro Industry was already known to the Client in any capacity, whether through a job application or otherwise.

30.4 The Client shall owe Pro Industry a recruitment and selection fee calculated at the percentage specified in the pricing arrangements under the Agreement. If no pricing arrangements have been made or recorded in the Agreement, the fee shall be 28% of the gross annual salary.

30.5 In addition to basic salary, gross annual salary includes holiday allowance, bonuses, profit-sharing payments, year-end payments, commission and the taxable benefit in kind of items made available, such as a car. If and insofar as any component of income depends on performance or results, it shall be assumed that the maximum has been achieved.

30.6 The Client shall confirm the gross annual salary to Pro Industry within 14 days after the employment contract is signed. The Client shall do so by sending Pro Industry the offer and acceptance between the Client and the Candidate in Writing. On the basis of that information, Pro Industry shall calculate the recruitment and selection fee payable by the Client in accordance with the calculation in the preceding paragraph.

30.7 If the Client fails to provide salary information, or provides insufficient, inaccurate or late salary information, Pro Industry may determine a market-rate gross annual salary. Pro Industry shall make that determination on the basis of the information available to it about the position and the labour market and shall invoice the recruitment and selection fee accordingly.

30.8 With the Client's approval, Pro Industry shall charge the Client separately for costs that are not included in the assignment but are related to its performance, such as advertising costs, psychological tests, assessments, Candidates' travel and accommodation expenses and similar costs, irrespective of whether the assignment is successful.