

## General terms and conditions

### 1 General

- 1.1 These terms and conditions apply to all Offers from and all Agreements with Green Career Consult concerning the services it offers.
- 1.2 Alterations from these terms and conditions, including the (general) terms and conditions used by Customer, shall only be valid with Green Career Consult's explicit permission and when expressly agreed in writing between parties. Such alterations only cover the Agreement in question, unless expressly otherwise defined in writing.
- 1.3 A copy of these General terms and conditions shall be sent to Customer during the negotiations concerning a possible Order. Green Career Consult shall also send a copy of these terms and conditions immediately and free of charge if the Customer so requests. Furthermore, these terms and conditions have been deposited at the Chamber of Commerce in Eindhoven and can be viewed there by interested parties.

### 2 Offer/Order

- 2.1 All Offers from Green Career Consult are without engagement, unless a term of validity is stated expressly in the Offer. They are valid, unless expressly stated otherwise, for the duration of fourteen (14) days, to be counted from the date of the Offer. They are based on the information provided by the Customer.
- 2.2 Agreements shall only be effected if Green Career Consult has confirmed the Agreement in writing, if Green Career Consult performs acts from which it appears that it has accepted the Offer or if the Offer has been confirmed without alterations in writing by the Customer.
- 2.3 The extent of the activities in an Agreement are defined in the Offer, which includes the alterations that are specified later with permission from either Green Career Consult or the Customer.

### 3 Fees and payment

- 3.1 The fees as Offered by Green Career Consult do not include turnover tax (V.A.T.) and other government levies which may be imposed.
- 3.2 Fees specified by Green Career Consult in catalogues or otherwise shall not be mandatory.
- 3.3 Green Career Consult shall be entitled to adjust fees, prices and rates referred to in any Agreement and applicable at that moment, if the cost-price of the services it offers increases, unless expressly defined otherwise in writing.
- 3.4 Costs made by alterations and additions as requested by Customer are on Customer's account. Green Career Consult is entitled to calculate these costs without further notice, unless expressly defined otherwise in writing.

### 4 Delivery of the Agreement

- 4.1 About the time it takes to complete an Order, only indicative accommodations can be made. No guarantees are given in this context.
- 4.2 With the realisation of an Agreement of Order, Green Career Consult engages in no more than the striving for a useful result for the Customer while delivering the activities as ordered.
- 4.3 In the event of additional work, Green Career Consult shall notify Customer of this as soon as possible and inform Customer on the effects of this on prices and rates. The additional work shall not proceed until approved by Customer.
- 4.4 Green Career Consult and the Customer are obliged to treat any confidential information they have acquired in connection with the Agreement from each other or from a third source strictly confidentially. Information can be considered confidential if specified so by the other party or if this is obvious from the character of the information.

### 5 Obligations and responsibility of Customer

- 5.1 Customer agrees to the fact that in case of advising by telephone, the interpretation of the question or the interpretation of the advice may be incorrect and that the risk of incorrect interpretation of either question or advice is on Customer's account.
- 5.2 Customer shall provide all information that may reasonably be important when executing the Order.
- 5.3 In case of recruitment activities the Customer is obliged to inform Green Career Consult of any first contact with a Candidate and of the offering of an employment to the Candidate. This information shall be received by Green Career Consult within two (2) weeks after Customer's contact with the Candidate.

### 6 Additional terms and conditions concerning recruitment

- 6.1 In the course of the recruitment Order, Green Career Consult shall develop the following activities:
  - Interviewing Customer;
  - Making a characterization;
  - Writing advertisements and publication of those advertisements;
  - Searching for and/or selecting Candidates;
  - Interviewing Candidates;
  - Nomination of Candidates to Customer.
 In consultation with Customer, concrete accommodations can be made for each order about the activities and the run time of the procedure.
- 6.2 The rate for each Candidate is a further specified percentage of the definitive total gross annual income.
 

The gross annual income includes the factual gross annual salary, holiday allowance and any fees that may add to the factual salary in case of appointing the Candidate on a full time basis. Invoicing may occur in multiple terms. The final invoicing occurs immediately after finishing the Order. Finishing the Order in this case includes the cancelling of the Order by Customer without the Order having had the demanded result. When engaging in the Order, Green Career Consult and Customer shall (among others) make arrangements about the percentages as noticed before in this article, the estimated fees and the moments of invoicing.
- 6.3 The costs made for advertisements, additional psychological examination and assessments are not included in the rates and shall be calculated separately on the account of Customer.
- 6.4 If any rejected Candidate from a recruitment Order executed by us is employed by Customer within twelve (12) months after being nominated by us to Customer, or starts performing activities for Customer in another way, Customer is obliged to report such employment to Green Career Consult and a reasonable fee shall be arranged.
- 6.5 If during a recruitment Order more than one Candidate is unexpectedly employed by Customer, Customer shall pay the agreed fee for all employed Candidates, unless Green Career Consult agrees with Customer upon a deviating fee for any extra posting.
- 6.6 Candidates for a certain function for which the recruitment is done exclusively by Green Career Consult, who directly contact Customer, shall be referred to Green Career Consult. These Candidates shall be entered into the procedure. In case one of these Candidates is employed by Customer, Customer shall pay the regular fee, based upon article 6.2.

### 7 Intellectual Property Rights

Het auteursrecht alsmede alle overige rechten van intellectuele of industriële eigendom op verstrekte adviezen of anderszins ter beschikking gestelde stukken berusten en blijven berusten bij Green Career Consult, dan wel bij haar toeleveranciers.

### 8 Payment

- 8.1 Invoices of Green Career Consult shall be paid in full by Customer within fourteen (14) days from invoice date. Therefore Green Career Consult shall send Customer a specified invoice. Payment shall be made without any set-off, appeal on debt comparison or discount, unless approved by Green Career Consult through credit account or any other notification of approval before payment's expiry date.
- 8.2 Payments made by Customer are principally for settlement of all indebted interest and costs and secondarily for settlement of the claimable invoices that have been open for the longest time, even if Customer lists payment as covering a later invoice.
- 8.3 If in the Order confirmation no solid fee has been specified, Green Career Consult shall determine the fee by subsequent calculation, based upon its usual rates and methods.
- 8.4 Any objections regarding a declared recruitment fee or an invoice for other consultancy activities shall be submitted in writing to Green Career Consult within eight days after date on invoice. If no objections were received within eight days, Green Career Consult shall be entitled to collection of the invoice, unless Green Career Consult agrees on a deviation of the invoiced amount.

- 8.5 In case of non-payment or late payment, the statutory interest shall be payable without notice of default, from the due date, as well as any costs concerning the collection. All extrajudicial and judicial costs made by Green Career Consult, including all costs above the liquidation fee as is used by the judicial authorities, that derive from Customer's non-payment or late payment, are on Customer's account. The extrajudicial costs are at least 15% of the nett invoice amount as indebted by Customer. The minimum amount of extrajudicial costs is € 150,00 (one hundred and fifty euros) plus administration costs such as governmental fees etc.

## 9 Liability

- 9.1 Customer shall independently make an assessment of Candidate's suitability before entering into an employment contract. Green Career Consult shall take due care previous to preselecting a Candidate, but this does not relieve Customer of its duty to investigate the suitability. Therefore Green Career Consult accepts no liability in case a Candidate placed by us does not meet the expectations, or if Customer entered into an employment contract with Candidate based on incorrect or incomplete data submitted by Candidate.
- 9.2 Green Career Consult cannot be held liable for any damages or losses Customer or any third party may suffer by negligent or wrongful behaviour of a Candidate during the recruitment period or after entering into an employment contract with concerning Candidate.
- 9.3 Customer shall indemnify Green Career Consult from any third party claims which are or could be related, whether directly or indirectly, to the recruitment of a Candidate by Green Career Consult.

## 10 Follow-up care and guarantee scheme

During the first three months after placement of a Candidate by Green Career Consult, which is three months from employment date of Candidate by Customer, we stay in contact with Candidate and employer. If a Candidate is dismissed during the agreed probation, one month for an annual contract or multiple months (max. two) for a regular employment, for reasons unmistakably imputable to Candidate, Green Career Consult is willing, if asked, to redo the recruitment without charging an additional fee. In case a Candidate is dismissed after more than two months, but less than six months of employment and we have been given the opportunity, at the Customer's request, before dismissal, to inform ourselves of the problems and to contribute to the improvement of the situation, and it is clear that the inadequate performance is imputable to the placed Candidate, we are willing to accept a new recruitment Order and to apply a discount of 50% to the recruitment fee.

In case a Candidate becomes occupationally disabled or dies as a result of sickness or accident during the guarantee period of six months, the aforementioned guarantee scheme ceases to be in force. In such a case we are willing to redo the recruitment with, if possible, a somewhat discounted fee, depending on the conduct of the procedure, but Customer is not entitled to this.

## 11 Complaints

- 11.1 Customer shall no longer appeal to the fact that the execution does not answer to the Agreement, if Customer has not given notice of this in writing to Green Career Consult within considerable time after the discovery or the period in which this should reasonably have been discovered.
- 11.2 Complaints concerning invoices and defaults or alterations from the Agreement that can reasonably be noticed by inspection of any advices, should be filed in writing within four (4) weeks after invoice date. If complaint is not received within this term, every appeal on these faults expires. Filed complaints do not postpone any payment duty. Green Career Consult shall, in case of a complaint/deficiency, expressed in any possible way, always take such complaint seriously and strive for a satisfactory solution, provided of course that the reasonability of the complaint/deficiency is recognised and the complaint has been reported in due time, so that we can be given the opportunity to come to an adjustment or restoration.

## 12 Termination

- 12.1 Green Career Consult shall be entitled to terminate the Agreement and demand compensation from Customer for the damage suffered concerning this if Customer does not carry out its duties, if Customer requests delayed payment, is declared bankrupt, if Customer deceases, in case of natural person: in case of debt restructuring or, in case of legal person: if this is cancelled or in case Customer's company is liquidated.
- 12.2 Customer holds the right to terminate the Order at all times, in which case it shall be indebted the fee that would have been due in case of full completion of the phase of the execution of the Order that is being executed at the time of the termination.

## 13 Applicable law

Only the law of the Netherlands shall apply to any Agreement with Green Career Consult.



# Green Career Consult

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W: [www.greencareerconsult.nl](http://www.greencareerconsult.nl)  
E: [info@greencareerconsult.nl](mailto:info@greencareerconsult.nl)  
M: +31 (6) 53375089 of +31 (6) 38976049