

GENERAL TERMS AND CONDITIONS

Recruitment & Selection with Maritime Professionals

2022



MARITIME
PROFESSIONALS

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1. Used Concepts

Client: the natural person or legal entity with whom Maritime Professionals sets out and enters into the Assignment for the recruitment and selection of a Candidate for their organisation.

Maritime Professionals: Maritime Projects BV established in Joure acting under the name Maritime Professionals as an intermediary between the Client and the contractor and between the Client and the Candidate.

Assignment: the agreement concerning the recruitment and selection work that the Client gives for Assignment to Maritime Professionals.

Confirmation of the Assignment: the confirmation in writing sent to the Client, with reference to a request for the recruitment and selection of a Candidate, as a result of which the Assignment for the provision of its intermediary services is confirmed. The Confirmation of the Assignment contains in any event a description of the job vacancy, the duration of the Assignment, the recruitment & selection Fee(s) and expenses.

Candidate: the person who is involved during the recruitment and selection by Maritime Professionals for the Client.

Brokerage Fee: the payment owed for the services ensuing from the Confirmation of the Assignment.

The Parties: The Client and Maritime Professionals.

Placement: The time at which the Client individually, or for third parties for whom the Client provides the Assignment for the recruitment and selection of a Candidate, enters into an employment relationship with the Candidate offered by Maritime Professionals within the Assignment.

Open proposal: The introduction without obligation of a Candidate by means of the intermediary activities of Maritime Professionals at the Client without the Client having provided an Assignment for this to Maritime Professionals.

2. Applicability

- 2.1 These general terms and conditions apply to: all offers, proposals of Candidates (also verbal), quotes, Assignments and agreements regarding the recruitment and selection of workers entered into by or with Maritime Professionals.
- 2.2 The terms and conditions of the Client are hereby declared inapplicable.
- 2.3 The Assignment, including the general terms and conditions and the documents and Appendices set out in the Assignment, replaces all previous arrangements (also verbal). Only the changes recorded in writing between the Client and Maritime Professionals will be valid.
- 2.4 Any derogation from these general terms and conditions will be recorded by Parties in the Assignment.

- 2.5 The law of the Netherlands applies to all agreements, offers and actions of Maritime Professionals concluded under these terms and conditions, regardless of whether the Client and/or the Candidate is established or resides abroad.
- 2.6 If matters are agreed in the general terms and conditions or the Assignment, which appear to be invalid, illegal or infeasible, this will not affect or reduce the other matters in these documents. If this is the case, Parties will enter as quickly as possible into consultation and will try to reach consensus once again. The new arrangements will be recorded in a supplement/addendum to the document concerned.

3. Execution

- 3.1 Maritime Professionals guarantees the proper execution of the Assignment. By means of acceptance of the Assignment Maritime Professionals accepts an obligation to use best endeavours and will endeavour to the best of its ability in its role as an intermediary, within the period agreed in the Confirmation of the Assignment, after the Client has signed for approval the Confirmation of the Assignment, to select one or more Candidates on the basis of the information provided by the Client, who will meet the requirements and expectations of the Client.
- 3.2 Maritime Professionals will refer to the job description delivered by the Client in the Confirmation of the Assignment and will add this as an Appendix. The following will in any event be included therein: the job title, the contents of the position, the required educational level, the required work experience, work location, the environmental factors within which the Assignment is placed (Hazard Identification and Risk Assessment elements) and the required character of the Candidate.
- 3.3 If a time schedule has been agreed within which Parties will complete the Assignment, this will be an indicative time schedule. Maritime Professionals does not accept any liability for this time schedule.
- 3.4 Maritime Professionals can assume that the information and data provided by the Client and Candidates are correct and therefore will not be responsible for this information and data.
- 3.6 At the entering into and execution of the Assignment or other agreements Parties will only set out and consider requirements relevant for the position. At the setting out and elaboration of the job vacancy Parties will not make any prohibited distinction on the basis of religion, personal beliefs, political affinity, gender, race, nationality heterosexual or homosexual orientation, civil status, handicap, chronic illness, age, or any basis whatsoever.
- 3.7 The Client will inform Maritime Professionals in the context of the provision of service of all further relevant information that can have an impact on the provision of service, in any event, but not exclusively, organisational changes, changes of work location and changes in the workforce.
- 3.7 Within this Assignment Maritime Professionals will not accept any remuneration in whatsoever form from another than the Client. Maritime Professionals will not execute any two-sided intermediary activities.

- 3.8 The Client will provide all possible cooperation to be able to execute the Assignment in the best possible manner. This is inter alia taken to mean that sufficient time will be made for conducting discussions with proposed Candidates. The Client will report to Maritime Professionals within five working days after a discussion.
- 3.9 The Client will treat all information regarding Candidates with strict confidentiality and will not use this information without permission from the Candidate(s) and/or Maritime Professionals. See also chapter 7: Privacy.
- 3.10 The Client will be responsible for the contents of the employment contract with a Candidate proposed by Maritime Professionals.
- 3.11 There will be a placement or successful intermediary activities at the time that the Client agrees individually, through and/or for third parties, to an employment relationship or freelance relationship with the Candidate offered by Maritime Professionals in the context of an Assignment or introduction.

4. Brokerage Fee and Costs

- 4.1 If the Client enters into an employment contract, either directly or through a third party, in whatsoever form with the Candidate, the Client will owe at least the agreed Fee to Maritime Professionals. If this employment relationship is terminated by the Client within one year due to an urgent cause (Section 677 subsection 1 Book 7 of the Civil Code), Maritime Professionals will resume the Assignment under the same conditions but free of charge upon written request.
- 4.2 If within the term of his probationary period the Candidate himself terminates the employment relationship, or if within this term it is demonstrably evident that the Candidate is not suitable for the intended position, Maritime Professionals will endeavour to recruit and select a replacement Candidate without the Client owing a recruitment & selection Fee. However, the recruitment costs and the additional costs will be charged. In all other cases when the employment relationship ends during or after the probationary period, the Client will continue to owe the recruitment & selection Fee referred to in full.
- 4.3 The brokerage Fee amounts to 25% of the gross annual salary* (on the basis of full-time employment). Whereby a minimum nominal brokerage Fee of € 10,000 excluding VAT applies per placement.

The *gross annual salary will be calculated on the basis of what the Candidate will earn at the Client in the case of full-time employment. Which in principle includes all pay elements such as gross monthly salary, thirteenth month, holiday pay, allowances, fiscal wage value of lease car, a guaranteed bonus and any profit sharing.

- 4.4 The costs not referred to as included in the agreement for services, but which are part of the execution of the Assignment, such as costs for (online) recruitment, marketing, psychological tests, assessments, travel and accommodation expenses of the Candidates and suchlike will only be charged by Maritime Professionals to the Client after permission from the Client.

- 4.5 The Client will, before the Candidate's first working day, inform Maritime Professionals of the agreed income details (gross monthly salary, bonus, etc.), which are necessary for the determination of the recruitment & selection Fee.

If this is not, insufficiently, incorrectly or not provided in a timely manner, Maritime Professionals can determine a gross monthly salary on market terms on the basis of the job and labour market details known to Maritime Professionals and calculate and invoice the recruitment & selection Fee accordingly.

5. Invoicing

- 5.1 The payment of the invoice must take place within 14 days after the invoice date.
- 5.2 The Client will pay all invoices without deduction and debt settlement. Under no circumstances can Assignments be set off against each other.
- 5.3 If the Client fails to make payment within the payment term referred to in subclause 1 (or a derogating payment term agreed in the Assignment), the Client will be in default and the statutory commercial interest under Section 119a Book 6 of the Civil Code can be additionally charged until the time at which the invoice amount has been paid in full.
- 5.4 All costs, including costs of legal proceedings and costs of extrajudicial collection, incurred by Maritime Professionals within the agreed Assignment or that can be recovered from Maritime Professionals, will be at the expense of the Client. The extrajudicial costs are at least 15% of the amount to be collected with a minimum amount of € 450. If the extrajudicial costs are higher, the actual extrajudicial costs will be fully at the expense of the Client.
- 5.5 If an Assignment is given by several Clients, all Clients will be jointly and severally liable towards Maritime Professionals.

6. Duration and Termination

- 6.1 An Assignment for a fixed period will end at the time at which the agreed period has expired. Extension of the Assignment for a fixed period will only be possible in an agreement in writing between Parties.
- 6.2 Interim termination by the Client can only take place if this has been agreed in writing between Parties. In that case Maritime Professionals retains the right to charge the agreed Fee plus the expenses/costs actually incurred. The interim change of the job profile will also be regarded as an interim change made by the Client.
- 6.3 At the time that the Client personally or through/for third parties enters into an employment relationship or freelance assignment with a Candidate proposed by Maritime Professionals this Assignment will end and article 6.2 will apply.

6.4 Assignments and conditions between Parties can be terminated if:

- The Client has applied for moratorium,
- The Client is placed under guardianship,
- Attachment is levied on the Client's property,
- The Client is declared bankrupt or goes into liquidation,
- In the opinion of Maritime Professionals the collection of existing or future claims cannot be secured.

7. Privacy

7.1 In the context of the Assignment regular exchange of personal data will take place in particular of the Candidates. The Client and Maritime Professionals are obliged to treat this data with confidentiality in accordance with the Personal Data Protection Act (Dutch WBP) and related legislation and regulations. The Client will not request data from Maritime Professionals which it is not permitted to provide on the basis of applicable legislation and regulations. The Client will be responsible for the further processing of the data provided by Maritime Professionals.

7.2 The Client is not permitted to use (assessment) reports of Candidates, without prior permission in writing from the Candidates and from Maritime Professionals, or to provide these to third parties in another manner.

7.3 The Client indemnifies Maritime Professionals against any claim by Candidates or other third parties against Maritime Professionals related to a breach by the Client of the provisions of this article and will reimburse Maritime Professionals for the related costs incurred.

8. Miscellaneous Provisions

8.1 During the term of the Assignment and for 12 months after the end thereof Maritime Professionals will not approach employee(s) of the Client for a position elsewhere, unless this/these employee(s) personally states/state to be looking for a job change.

8.2 If the Client, or a legal entity/natural person affiliated with the Client, during twelve months after the end of the Assignment still enters into an employment relationship or cooperation directly and individually or through third parties with a Candidate introduced by Maritime Professionals, but rejected, the Client will immediately owe the total Fee agreed in the Confirmation of the Assignment to Maritime Professionals.

- 8.3 During the negotiations and execution of the Assignment and for a period of 12 months after the Assignment the Client will not be permitted to employ (former) employees of Maritime Professionals directly or indirectly or to hire their service directly or indirectly. All this is subject to an immediately due and payable financial penalty of € 20,000.
- 8.4 Parties will keep confidential information that they have received in the course of the coming into effect of the Assignment strictly confidential.
- 8.5 The proposals, plans, databases, working methods, (online) marketing materials/campaigns, assessments and tests otherwise used by Maritime Professionals within this agreement will remain the property of Maritime Professionals or its licensors.
- 8.6 Maritime Professionals can never be held liable for damage and/or losses – including consequential loss – as a result of acts and/or omissions of a Candidate introduced by Maritime Professionals with whom the Client has directly or through third parties or for third parties entered into an employment relationship of any nature whatsoever (partly) as a result of the execution of the Assignment by Maritime Professionals.
- 8.7 The law of the Netherlands, with the exclusion of any other law, exclusively applies to these general terms and conditions and the interpretation thereof and also to all tenders, offers and introductions by Maritime Professionals, the agreement with the Client and all agreements following on therefrom.
- 8.8 All disputes arising with reference to these general terms and conditions and the interpretation and implementation thereof, as well as with reference to all tenders, offers, and introductions by Maritime Professionals, the agreement with the Client and all agreements following on therefrom, will be submitted at first instance to the judgment of the court with competent jurisdiction in Leeuwarden.

Steenwijk, March 2022

Mr Jelle Grijpstra

On behalf of Maritime Professionals