

Article 1 Definitions

Frontwise Group

Frontwise Group D.O.O.E.L. (hereinafter referred to as FWG), Company ID 6990410, located in Skopje, Republic of North Macedonia.

Client

The natural or legal person with whom FWG enters into the assignment.

Assignment

The agreement between a client and FWG under which FWG provides services to the client, more specifically recruitment and selection and/or executive search activities for the benefit of the client.

Order confirmation

The document to be sent by FWG by means of which the order is created. The order confirmation will in any case contain a description of the working method to be followed, the fee(s), expenses and the method of payment.

Fee

The fee payable by the client to FWG in connection with the assignment.

Candidate

The person who is involved in the recruitment and selection and/or executive search activities of FWG. for the benefit of the client.

Article 2 Non-discrimination and confidentiality

1. Every candidate has equal opportunities in the recruitment and selection and/or executive search activities of FWG, regardless of age, gender, marital status, sexual orientation, religion or belief, political choice, race, ethnic origin or nationality, all this without prejudice to the objective and real job requirements and provided that the candidate meets the main requirements of the assignment.
2. FWG will keep confidential all that comes to its knowledge in the exercise of its profession and is of a confidential nature.
3. FWG will not provide any information which it knows or should reasonably know is incorrect and/or misleading.

Article 3 Applicability

1. These general terms and conditions apply to all quotations, assignment agreements - as well as the resulting (follow-up) assignments and (follow-up) agreements - with FWG.
2. General terms and conditions or deviating stipulations of the client are only valid if and insofar as they have been accepted by FWG in writing. Such acceptance cannot and may not be inferred from the fact that FWG does not rule out the fact that the client does not accept the general terms and conditions of FWG and/or declares other terms and conditions applicable.

Article 4 Offers and formation of the assignment

1. All offers provided by FWG and the prices and conditions mentioned therein are always made without obligation and have a maximum validity of 14 days unless otherwise stated. There is only a binding offer if this is explicitly done in writing by Frontwise Group and the period for acceptance is also stated.
2. Verbal undertakings only bind FWG after they have been confirmed in writing by FWG.
3. Assignments and changes thereof are made at the moment that FWG has accepted them in writing by sending an order confirmation or at the moment that FWG actually begins the execution of the work. FWG is under no circumstances obliged to commence the execution of the order before the client has returned the order confirmation signed for approval to FWG.
4. All costs and amounts mentioned in offers, contracts and these general conditions are exclusive of VAT, unless explicitly stated otherwise.

Article 5 Duration and termination of the assignment

1. The assignment is entered into for a fixed or indefinite period. The commission for a definite period ends by operation of law at the moment that the agreed period expires. Extension of the commission for a definite period is only possible if agreed in writing between the parties.
2. The Client shall notify FWG in a reasonable time prior to the end of the assignment whether, and if so, for what duration and how they wish to continue or extend the assignment. The Client shall provide this information:
 - no later than 4 weeks before the end of the assignment if it is a fixed-term assignment.
 - no later than 3 working days after FWG has requested it from the Client if the assignment is for an indefinite period.FWG shall consider each request for continuation or extension and decide whether and on what conditions to accept the request. Agreed notice periods will continue to be always applicable.
3. Interim termination of an assignment for a definite period is only possible if it has been parties has been agreed in writing and with due regard for a notice period of at least one calendar month in any case. The cancellation must occur in writing (e-mail) by the end of the month. Interim termination within the meaning of this paragraph includes interim changes to the assignment in the broadest sense.
4. Assignments between FWG and the client can be dissolved without judicial intervention and without any notice of default being required at the time:
 - Client is declared bankrupt;
 - the client applies for a provisional suspension of payments;
 - the client is placed under guardianship;
 - the client's property is seized;
 - the client otherwise loses the authority to dispose of its assets or parts thereof;
 - in the opinion of FWG, the collection of existing or future claims cannot be secured.

Article 6 Execution of the assignment

1. FWG will record the relevant vacancies of the Client in writing in the form of a job description or in the order confirmation. Preferably and as far as possible in any case, this should include: the content of the position, the desired profile of the candidate sought on the basis of knowledge and skills, the environmental factors in which the assignment is placed and the assessment criteria on the basis of which the candidate is selected.
2. FWG will make every effort to nominate candidates on the basis of the job description as referred to in the first paragraph of this article.
3. FWG is responsible for the proper execution of the assignment. By accepting the assignment, FWG assumes an obligation to perform to the best of its ability. Nominations of candidates are made to the best of our knowledge and in accordance with the standards of good workmanship.
4. If parties agree on the time within which an assignment will be completed, these agreements should be considered indicative. FWG does not accept any liability in this respect.
5. FWG is not responsible for information and data provided by the client in the context of the assignment and FWG assumes that the information and data provided are correct.
6. FWG assumes that information and data provided by the candidate about himself (including but not limited to diplomas) obtained from sponsors about the candidate are correct.
7. FWG will act impartially in the assessment of candidates.
8. In the context of the assignment, FWG will not accept any form of remuneration from anyone other than the client. FWG will under no circumstances develop activities in the field of bilateral mediation.

Article 7 Fee and costs

1. The client will owe the agreed payment/fee to FWG on a monthly basis and according to the agreed payment terms of invoicing.
2. The client will owe the agreed success fee at least as soon as he signs an employment contract of any kind (regardless of the starting date) with the candidate directly for himself and/or through or for third parties, unless otherwise agreed in the order confirmation.
3. All costs and expenses incurred by FWG in accordance with the order confirmation will be charged to the client separately. This includes - but is not limited to - the costs of advertising and placing vacancies on the internet.

Article 8 Payments

1. Payment must be made within 15 days of the invoice date by transfer of the amount to the account of FWG mentioned on the invoice.
2. The client pays all invoices without deduction and setoff, without suspension due to alleged or actual attributable shortcoming and without the client being allowed to block his payment obligation by attachment under himself or otherwise.
3. If the client fails to pay within the set period, default shall automatically take effect from the due date, without FWG being obliged to provide any notice of default or summons. In such a case, the client will owe interest on the remaining amount due at a rate of 1.5% per month from the due date until the day of payment.
4. If FWG takes measures to collect the claim, the client is obliged to reimburse FWG for all costs incurred in this respect. This includes all reimbursements to third parties and all costs incurred by FWG within its own organization that can reasonably be attributed in whole or in part to the measures in question. In the event of collection of the amounts due, FWG has the option of demanding from the client the costs incurred in this connection, specified in detail, or fixing these costs at 10% of the amount unduly unpaid.

Article 9 Complaints

1. A complaint regarding an invoice must be made in writing to FWG within 7 days after the date of dispatch of the invoice in question. Complaints after the expiry of the mentioned terms will not be dealt with by FWG. A complaint does not suspend the payment obligation of the client.

Article 10 Approaching staff

1. During the term of the assignment and for one (1) year after it ends, FWG will refrain from approaching the client's employee(s) for a position elsewhere, unless the client's employee(s) wishes for a change of position themselves and FWG has written confirmation of this to the employee(s) in its possession.
2. If the client and/or an affiliated company enters into an employment relationship or cooperation of any nature whatsoever with an employee introduced by FWG to the client, either directly for itself or through and/or for third parties, during a period of twelve (12) months after the end of the assignment, the client will immediately owe FWG the total mediation fee agreed upon in the assignment confirmation increased by 25%.
3. If the client and/or an affiliated company enters into an employment relationship or cooperation of any nature whatsoever with an employee of FWG, either directly for itself or through and/or for third parties, during a period of twelve (12) months after the end of the assignment, the client will immediately owe FWG monthly fee (per employee) of €10,000.00 excluding VAT for twelve (12) months.

Article 11 Liability

1. The client is responsible for the final choice of a candidate. FWG can never be held liable for damage and/or losses - including consequential damage - as a result of acts and/or omissions of a candidate introduced by FWG with whom the client has entered into an employment relationship of any kind directly for itself and/or through third parties or for third parties, (partly) as a result of the execution of the assignment by FWG.
2. Any liability of FWG for any direct damage is in any case, per event, limited to 50% of the amount invoiced or to be invoiced by FWG, whereby a connected series of events is considered as one event. FWG is never liable for indirect damage, including consequential damage.

Article 12 Other provisions

1. If one or more of the provisions of these general terms and conditions are annulled or declared null and void, this shall not affect the validity of the other provisions that apply in full.

Article 13 Applicable law and choice of forum

1. These conditions and all offers and assignments to which they relate are subject to Dutch law.
2. All disputes arising from or related to the order can only be submitted for settlement to the competent court of the Central Netherlands.