

General terms & conditions - Frontwise

Article 1 Definitions

Frontwise

Frontwise Europe B.V. (company ID 89780094) located in Utrecht, The Netherlands and Frontwise Group D.O.O.E.L. (company ID 6990410), located in Skopje, Republic of North Macedonia. Both entities will be referred to as FW in this document.

In this document being the executing company whether represented by one or more of its Recruitment Consultants.

Client

The natural or legal person/entity with whom FW enters into the assignment.

Assignment

The agreement between a client and FW under which FW 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 FW 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 FW in connection with the assignment.

Candidate

The person who is involved in the recruitment and selection and/or executive search activities of FW 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 FW, 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. FW will keep confidential all that comes to its knowledge in the exercise of its profession and is of a confidential nature.
3. FW 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 FW.
2. General terms and conditions or deviating stipulations of the client are only valid if and insofar as they have been accepted by FW in writing. Such acceptance cannot and may not be inferred from the fact that FW does not rule out the fact that the client does not accept the general terms and conditions of FW and/or declares other terms and conditions applicable.

Article 4 Offers and formation of the assignment

1. All offers provided by FW 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 FW after they have been confirmed in writing by FW.

3. Assignments and changes thereof are made when FW has accepted them in writing by sending an order confirmation or at as soon as FW actually starts the execution of the work. FW is under no circumstances obliged to commence the execution of the order before the client has returned the order confirmation signed for approval to FW.
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. An assignment is entered into for a definite or indefinite period. During the first year of the cooperation, a fixed-term assignment ends by operation of law now the agreed period expires. Extension of the fixed-term assignment after the first year of the cooperation is only possible if agreed in writing between the parties.
 - after the first year of the cooperation or in case of an assignment for an indefinite period, a notice period of three calendar months applies, unless explicitly agreed otherwise.
 - after expiry of the notice period, a project reduction of a maximum of 1fte per calendar month applies.
2. The Client shall notify FW 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 FW has requested it from the Client if the assignment is for an indefinite period.FW 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 FW 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 FW, the collection of existing or future claims cannot be secured.

Article 6 Execution of the assignment

1. FW 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. FW will make every effort to nominate candidates based on the job description as referred to in the first paragraph of this article.

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3. FW is responsible for the proper execution of the assignment. By accepting the assignment, FW 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. FW does not accept any liability in this respect.
5. FW is not responsible for information and data provided by the client in the context of the assignment and FW assumes that the information and data provided are correct.
6. FW 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. FW will act impartially in the assessment of candidates.
8. In the context of the assignment, FW will not accept any form of remuneration from anyone other than the client. FW 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 FW 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 FW 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 FW 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 FW 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 FW takes measures to collect the claim, the client is obliged to reimburse FW for all costs incurred in this respect. This includes all reimbursements to third parties and all costs incurred by FW 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, FW 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 FW 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 FW. 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, FW 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 FW 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 FW 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 FW 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 FW, 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 FW 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. FW 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 FW 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 FW.
2. Any liability of FW for any direct damage is in any case, per event, limited to 50% of the amount invoiced or to be invoiced by FW, whereby a connected series of events is considered as one event. FW 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.