

General commercial terms and conditions applicable to the agreement between temporary staffing agency Hospitium Gent NV./ Silver Tie (hereinafter referred to as Silver Tie) and the user for the performance of temporary agency work.

1. These general terms and conditions have been drawn up in accordance with the applicable Act of 24 July 1987 on temporary work, temporary agency work and hiring out of workers for the benefit of users, including the Collective bargaining agreements of PC 322 temporary employment, as well as the Act of 14 July 1991 on Trade Practices.
2. Temporary workers are provided under the special terms and conditions agreed upon during the request and under the general terms and conditions specified below, which are an integral part of the agreement reached by the user and Silver Tie and which have been drawn up in accordance with the Act of 24 July 1987 Any deviation from these general terms and conditions must be agreed upon in writing between Silver Tie and the user. By requesting the commission, the customer declares to know and accept these general terms and conditions. The current general terms and conditions supplement the special contractual provisions that were agreed between Silver Tie & the customer, and form an integral part of it.
3. If the agreement is terminated by the user, said party shall owe compensation equal to the performances already carried out and any materials already purchased, with damages of 15%. In any event, a minimum compensation of 10% of the agreed price of the total commission with a minimum of € 350 (excl. VAT) shall be owed.
4. In case of a first cooperation between the user & temporary staffing agency Silver Tie, Silver Tie is entitled to demand an advance payment of 100% which the user has to pay before the start of the performance.
5. If a commission amounts to a sum of € 1,000 (excl. VAT), the user shall make an advance payment of at least 50% to the temporary staffing agency before the start of the performance. The temporary staffing agency can request an advance payment that needs to be paid before the start of the performance at all times.
6. In case of last-minute requests (= orders 24 hours in advance and orders on Friday after 16.00 for the weekend), the temporary employment agency reserves the right to charge a 10% cost on the total final amount.
7. Regardless of possible prior oral requests, orders of the user must always be sent by mail to the temporary staffing agency, with clear specification of the date of the commission, the location of the commission, the start time, presumable end time, description of the desired service, the number of desired people in the desired job category, as well as the contact.
8. Silver Tie shall perform the commission to the best of its abilities and is only obliged to do what is expressly specified in the commission. The user who wishes to change the commission will have to bear the full costs of this change. Any change to the commission must be expressly accepted by Silver Tie. The user undertakes to provide Silver Tie with all useful and required information for the commission and to enable the performance of the commission, even in the event of changed circumstances. The user has sole responsibility for the correctness of the data. In case the user remains in default to provide the required information, Silver Tie has the right to suspend the performance of the agreement and to terminate the agreement if the customer does not remedy his shortcoming on time. Monitoring the extent and quality of the performance of the temporary staffing agency will take place at the time of delivery thereof. Any complaints must be expressly notified at the time of delivery on pain of forfeiting all rights, to give the temporary staffing agency the opportunity to resolve them. Any complaints must subsequently be confirmed by registered letter to the temporary staffing agency within 2 working days.
9. In accordance with collective bargaining agreement 38 quarter of 14/07/1999, Silver Tie may not treat candidates in a discriminatory manner. Consequently the user may only include job-relevant criteria in its request.
10. The user is responsible for the correct application of the motives and terms for temporary agency work; within the context of these motives, the user is responsible, in the cases provided for by law, for the necessary permits and information in connection with the employment of temporary workers.
11. Silver Tie is under no circumstance liable for the consequences of the absence and/or the lateness of its temporary workers.
12. The user may not use Silver Tie's services in case of layoffs, strikes or lock-outs at its company. Where applicable, the user must notify Silver Tie of this immediately and in writing. The mandatory withdrawal of the temporary workers in such cases does not entitle the user to any damages to be paid by Silver Tie.
13. Consecutive day contracts are permitted to the extent that the User has a need for flexibility in accordance with the law and the implementing collective bargaining agreements. The User is responsible for the need for flexibility and proof thereof. Silver Tie has no power of discretion in this respect. In the event that, in violation of the applicable regulations and in violation of the aforementioned provisions of this article, the user nevertheless makes use of consecutive day contracts, Silver Tie may be obliged to pay the temporary worker, on top of the salary, a compensation that corresponds to the salary that would have had to be paid if a temporary employment agreement of two weeks had been concluded. Because the User is responsible for a need for flexibility, the parties agree that Silver Tie will invoice the cost of the penalty specified in the preceding sentence (i.e. the amount of the salary, broadly speaking, increased by the contractually determined coefficient) as well as a related administrative cost of EUR 350 to the customer.
14. During the term of employment of the temporary workers at the user, in accordance with article 19 of the Act of 24 July 1987, the user is responsible for applying the provisions of the law concerning work regulations and work protection that are applicable at the place of employment. It follows that the user must treat temporary workers the same as its permanent staff, including with regard to working hours, reduction of working hours, compensation, breaks, public holidays, Sunday work, night work, etc.
15. The civil liability provided for in Article 1384 paragraph 3 of the Belgian Civil Code rests with the user. Said party is therefore

solely liable for all damage caused by the temporary worker to third parties. The inclusion of a temporary agency work clause in the user's civil liability insurance is recommended.

The temporary staffing agency is not liable either for the damage the temporary worker causes to the user during and following the employment at the user. Nor is Silver Tie liable in case of damage, loss, theft or disappearance of material, money or goods entrusted to the temporary worker. In the event of an industrial accident within the context of an agreement, the customer, after taking all urgent measures, shall notify Silver Tie and provide all necessary information to draw up the accident declaration. If this is not provided, or is provided late, the customer shall be held directly liable.

16. In accordance with article 10 of the Act of 24/07/1987, temporary workers are entitled to the same gross salary, including indexations and conventional increases, bonuses, meal vouchers and other salary components as if they had been hired permanently by the customer. Insurances and other benefits are not considered as a salary component. The user must notify this payroll information to Silver Tie. The user is solely liable for the consequences that result from not providing such information (on time) or for providing, insufficient or wrong information. Any corrections to be made and/or costs incurred as a result will give rise to additional charges to the user.

17. The temporary worker enjoys the same level of protection as the other workers of the company with regard to occupational safety and hygiene. The temporary worker may only carry out the works as those specified on the worksheet. In accordance with the Royal Decree of 19 February 1997, the user must, in certain cases, fill out the worksheet and send it to Silver Tie before the temporary worker is made available for work. The user has (in accordance with Article 5, 4° of the Royal Decree of 19/02/1997) the final responsibility for making available workwear and personal protective equipment, as well as for the cleaning, repair and maintaining in normal ready-to-use condition, even if a deviating commercial agreement concerning the provision thereof has been signed with Silver Tie. At the time of the commission, the user must check the workwear for conformity and possible visible defects.

18. The user is solely liable for returning the signed customer contract and (for ensuring) the return of the completed and signed worksheets. In the absence thereof the user cannot invoke the non-signing at the expense of Silver Tie and Silver Tie shall invoice the effective performance, the contractually agreed performance being the minimum, to the user.

19. By signing the worksheet, the user confirms the correctness of the work performed and the performance of the activities carried out by the temporary worker. The worksheet must be signed immediately after the work specified on the worksheet has been performed, ensuring thereby that the user will in no way impede the speedy and correct payment of the salary by Silver Tie. The user shall not dispute the validity of the signature of its employees or representatives. In case of automatic worksheet processing the user shall always agree with the worksheet data transmitted automatically or electronically to Silver Tie unless otherwise agreed in writing. The user has sole responsibility for any errors in the automated transmission.

20. The procedure used by the user with regard to the reimbursement of costs proper to the employer will also be applied to the temporary workers employed by Silver Tie at the user if they meet the conditions as set out in the procedure "Costs proper to the employer" of the user. Silver Tie will reimburse the costs proper to the employer to these temporary workers on the basis of the amounts indicated by the user on the provided copies of the documents used. The user is responsible for the collection and saving of substantiating documents relating to the costs proper to the employer (including, among other things, data relating to the kilometres travelled to jobs, parking tickets, admission tickets, etc.) at the registered office of the user's company and will be able to submit them at any time in the event of an inspection by the competent inspection services (Special Tax Inspectorate, VAT, etc.). In addition, the user will submit the relevant documents to Silver Tie upon request. In the absence of substantiating documents and/or if the aforementioned competent services reject the validity thereof, the user will bear the full tax and financial consequences (e.g. additional tax, fines, etc.). Any financial penalties imposed on Silver Tie shall be invoiced to the user.

21. The user shall only employ candidates, proposed by Silver Tie, within the context of temporary agency work or within the context of hiring through Silver Tie. The client shall refrain from employing these candidates, either directly or indirectly outside Silver Tie. If not, a compensation of € 4,500 shall be charged per established violation.

22. Invoices are payable within 8 days of the invoice date, unless otherwise specified. All invoices are deemed to have been accepted if they are not disputed within 8 days of receipt by registered letter. In the absence of payment within the agreed period, an interest is owed of 2% per started month without any prior notice of default. In addition, a fixed compensation of 10% of the outstanding amount with a minimum of € 350 (excl. VAT) is also due by operation of law and without any prior notice of default.

23. The quotes and prices are applicable for the duration of the agreement but can be adjusted unilaterally by Silver Tie in case of an increase of direct and indirect employer charges as well as all possible other factors that determine the effective payroll costs.

24. This agreement is subject to Belgian law. All disputes relating to the performance of this agreement shall be submitted to the competent courts of the district of Ghent.

25. Silver Tie will treat the information provided by the user strictly confidentially in accordance with the Personal Data Protection Act and will only use it within the context of its services.

26. Regardless of any (previous) oral contacts/orders, user orders, - whether or not following a quote of Silver Tie - must always be sent to Silver Tie by e-mail to be valid/have legal effect, with clear specification of the date of the commission, location of the commission, start time, probable end time, description of the desired service, the number and category of persons to be deployed, as well as the contact.

27. When an invoice is not paid on time, Silver Tie reserves the right to interrupt the performance of the still to be performed works, until the invoice is paid, without owing any compensation. Silver Tie will then determine when the works can be restarted without owing any compensation for delay. If Silver Tie suffers damage as a result of this delay, the user must compensate Silver Tie. As the case may be, the balance of the work still to be performed can be cancelled.

28. If the invoice is not paid on time, interest of 2% per started month shall be due by operation of law and without any prior notice of default. In addition, by operation of law and without any prior notice of default, a fixed compensation of 10% of the amount still due with a minimum of EUR 350 excluding VAT shall be owed.
29. In case of late payment of an invoice all other not yet fallen due claims of the user shall become due and payable by operation of law and without prior notice of default.
30. Unless specified otherwise, the invoices are payable within 8 days after the invoice date and are payable in Ghent.
31. All the invoices are deemed to have been accepted when they are not disputed within 8 days upon receipt by means of registered letter.
32. Silver Tie has a best-effort commitment to fulfil its obligations. For example, it shall never be liable for a non-performance, incomplete or defective performance of its obligations that (partially) results from and/or is related to a case of force majeure in the broadest sense, including force majeure on account of a worker or self-employed worker of Silver Tie (e.g. illness or accident of an employee, in which case Silver Tie will make every effort to provide an (adequate) replacement).
33. Silver Tie is never liable for any loss and/or damage arising directly and/or indirectly from and/or related to incorrect and/or incomplete information provided by the user. On the contrary, the user shall compensate Silver Tie for all (additional) costs, charges and damages that could arise from incorrect and/or incomplete information provided by the user.
34. Apart from cases of intentional or gross negligence on the part of Silver Tie, its workers or subcontractors/self-employed workers, they shall be compensated and/or safeguarded by the user by operation of law for any damage they may suffer as a result of an (industrial) accident during the performance of the commission which is not compensated by Silver Tie's (industrial) accident insurance and/or that of its subcontractors/self-employed workers.
35. Silver Tie and its workers cannot be held liable for possible damage suffered in the performance of the services, subject to intentional negligence. Liability for indirect or economic damage is not accepted. The amount of the damages shall in any case be limited to the amount of the intervention of the civil liability insurance and to maximum the amount of the compensation of the delivered performance.
36. All (court) costs, including the fees of lawyers and service providers, and damage Silver Tie bears in connection with the collection of claims or other non-performance of the user, are payable by the latter.
37. The possible invalidity of one or more clauses of these general terms and conditions do not affect the validity of the agreement(s)/quote(s), of these general terms and conditions as such or of the other clauses. The invalid clause shall be immediately replaced in good faith by another clause which is as close as possible to the intention of the replacement clause.