

General terms and conditions

General Terms & Conditions of MultiFlexx B.V. 1 July 2012

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Article 1. Scope

1. These terms & conditions apply to all offers, contracts and other agreements of Multi Flexx BV, insofar as these relate to the provision of project employees to clients.
2. Any purchasing conditions or other conditions of the client are not applicable.
3. Agreements deviating from these general terms and conditions are only valid if in writing.

Article 2. Definitions

The following definitions apply to these general terms and conditions:

1. *MultiFlexx B.V.*: Registered office in Groningen, a provider of administrative services that provides project employees recruited by third parties to clients on the basis of an agreement.
2. *Project employee*: Every natural person that has concluded a temporary employment contract as meant in article 7:690 Civil Code with MultiFlexx BV in order to carry out work for a third party under the management and supervision of said third party.
3. *Client*: Every natural or legal person that has a project employee carry out work under his management and supervision in the context of a contract as meant in paragraph 4 of this article.
4. *Contract*: The contract between a client and MultiFlexx BV on the basis of which a single project employee, as meant in paragraph 2 of this article, is provided by MultiFlexx BV to the client in order to carry out work under the latter's management and supervision against payment of the client fee.
5. *Supplier*: Every natural or legal person that recruits and selects candidates on behalf of clients.
6. *Candidate*: Every natural person that wishes to be provided by MultiFlexx BV to a client of MultiFlexx BV.
7. *Provision*: The provision of a project employee in the context of a contract.
8. *Temporary employment condition*: The written condition in the employment contract between MultiFlexx BV and the project employee and/or in the CAO stating that the employment contract terminates legally because the provision of the project employee by MultiFlexx BV to the client terminates at the request of the client (article 7:691 par. 2 CC).
9. *CAO*: The collective employment agreement for project employees concluded between the ABU (Federation of Private Employment Agencies) on the one hand and FNV Bondgenoten, CNV Dienstenbond, De Unie and LBV on the other.
10. *Client fee*: The fee payable by the client to MultiFlexx BV, excluding bonuses, reimbursement of costs and VAT. The fee is calculated per hour unless specified otherwise.
11. *Contract employees' compensation*: The legally stipulated compensation of an employee employed by the client working in a position that is similar or identical to the position that the project employee exercises. According to CAO 2009-2010, the contract employees' compensation consists of the following elements:

- a. The applicable periodic wage in the scale
- b. The applicable reduction of working time (at the discretion of MultiFlexx BV to be compensated in time or money)
- c. Bonuses for overtime, shifted hours, irregularity (including holiday bonus) and shift work
- d. Initial wage increases, amount and time as determined by the client
- e. Reimbursement of costs (insofar as MultiFlexx BV can reimburse these free of income tax and premium)
- f. Periods, amounts and times as determined by the client.

Article 3. Non-binding offers

All offers of MultiFlexx BV are non-binding unless the contrary is explicitly stated in an individual written offer.

Article 4. The contract and the provision

Section 1.01 Contract

1. The contract is concluded for a definite or indefinite period.
2. A contract for a definite period is a contract that is entered into:
 - Either for a fixed period;
 - Or for a determinable period;
 - Or for a determinable period that does not exceed a fixed period.

A contract for a fixed period terminates legally by the passage of the agreed upon time or because a previously established objectively determinable event occurs.

3. MultiFlexx BV shall confirm every contract with specification of the nature of the relevant services. In the absence of such confirmation, the nature of the services is derived from the correspondence between the parties and these general terms and conditions.

Section 1.02 End of contract

1. Notice of termination of a contract for an indefinite period must be effected in writing bearing in mind a notice period of at least 15 calendar days.
2. Interim termination of the contract for a specific period is not possible unless something to the contrary is agreed in writing. If interim termination is agreed upon, termination is possible with a notice period of 15 calendar days. The notice must be in writing.
3. If the duration of the contract is subject to a certain future event or the end of a particular project the client is obliged, if the end date is known, to inform MultiFlexx BV of this immediately in writing, at the latest five workdays in advance. In the absence of such timely notification, the client is liable for any loss incurred by MultiFlexx BV that is the direct or indirect consequence of this.

4. In all cases of termination of contract vis-a-vis MultiFlexx BV, the client must also immediately announce the end of the contract to the project employee.
5. Every contract terminates immediately due to dissolution at such time as one of the parties invokes said dissolution because:
 - The other party is in default;
 - The other party is liquidated;
 - The other party is declared bankrupt or has applied for suspension of payments.

If MultiFlexx BV invokes dissolution for one of these reasons, the action of the client on which dissolution is based implies the request of the client to terminate the provision of the employee. This shall not lead to any liability on the part of MultiFlexx BV for any loss that the client may consequently incur. As a result of the dissolution, the claims of Multi Flexx BV will become collectable immediately.

Section 1.03 End of provision of employee

1. The end of the contract means the end of the provision of the employee. Termination of contract by the client implies the request of the client to MultiFlexx BV to terminate the current provision of the employee on the date on which the contract legally terminates or on which the contract is legally dissolved.
2. If the temporary employment condition applies between the project employee and MultiFlexx BV, the provision of the project employee terminates when the project employee states that he is unable to carry out the work due to disability. To the extent necessary, the client is deemed to have made this request. The client shall confirm the request in writing upon request to MultiFlexx BV.
3. The provision of the employee terminates legally if and when MultiFlexx BV can no longer make the project employee available because the employment contract between MultiFlexx BV and the project employee has been terminated and this employment contract is not subsequently continued on behalf of the same client. In that case MultiFlexx BV will not imputably default vis-a-vis the client, nor is he liable for possible loss that the client may consequently incur.
4. Irrespective of that stipulated in the above paragraphs, the client shall never hold MultiFlexx BV liable for termination that becomes necessary through or because of a government regulation, even if this applies only to MultiFlexx BV, or for cessation by the project employee of his work on behalf of the client, even if this takes place without bearing in mind any period, no matter how short, but MultiFlexx BV shall indeed take reasonable care that, if possible also with consideration of the above, the client is informed of this in as timely a manner as possible and that if desired the client is provided with another project employee. At that time a new contract is concluded with regard to said other project employee to which this article applies separately.

Article 5. Replacement and availability

1. MultiFlexx BV is authorised to offer a replacement project employee throughout the duration of the contract. The client may reject such a proposal on reasonable grounds.
2. MultiFlexx B.V. is authorised at all times to make a proposal to the client for the replacement of a project employee that has been provided by another project employee while continuing the contract, with a view to the company policy or

personnel policy of MultiFlexx BV, retention of employment or fulfilment of valid legislation and regulations, in particular the termination directive for the temporary employment industry. The client will only reject such a proposal on reasonable grounds. If requested, the client will give written reasons for his rejection.

3. MultiFlexx BV does not imputably default vis-a-vis the client, and is not obliged to compensate any loss or costs to the client, if MultiFlexx BV, for any reason whatsoever, can not/no longer offer a (replacement) employee, or not or no longer provide one in the manner and scope as in the contract, or as agreed afterward, to the client.

Article 6. Right of suspension

1. The client is not authorised to temporarily partially or entirely suspend the employment of the project employee unless force majeure as meant in article 6:75 Civil Code occurs.
2. Irrespective of paragraph 1 of this article, said suspension is indeed possible if:
 - This is agreed in writing at which time the term is established; and
 - The client demonstrates that for a temporary period no work is available, or the project employee cannot be employed; and
 - MultiFlexx B.V. can successfully appeal, with respect to the project employee, to exclusion of the obligation to continuing payment of wages on the basis of the CAO (collective labour agreement).

The client shall not owe the client fee for the duration of said suspension.

3. If the client is not authorised to suspend the employment, but the client temporarily has no work for the project employee or cannot employ the project employee, the client is obliged to pay, without abridgement, the client fee to MultiFlexx BV for the duration of the contract over the number of hours and overtime hours worked per period (week, month and the like) last applicable according to the contract, or the usual number of hours or overtime hours.

Article 7. Work duration and working hours

1. The scope of work and the working hours of the project employee at the client shall be established in the order confirmation or otherwise. The working hours, the duration of work and the breaks of the project employee are equal to the usual times and hours in effect at the client, unless something is agreed to the contrary. The client ensures that the work duration and the break and working hours of the project employee fulfil the legal requirements. The client shall ensure that the project employee does not exceed the legally permissible working hours and the agreed upon scope of the work.
2. Holidays and other leave of the project employee are regulated according to law and the CAO.

Article 8. Company closures and compulsory days off

The client must inform MultiFlexx BV when entering into the contract concerning possible company closures and collective days off during the term of the contract, so that MultiFlexx BV can make this circumstance, if possible, part of the employment contract with the project

employee. If an intent to establish company closure and/or collective days off becomes known after the contract is concluded, the client must inform MultiFlexx BV of this as soon as he becomes aware of it. If the client fails to inform MultiFlexx BV of this in a timely manner, the client is obliged, for the duration of the company closure, to continue without abridgement to pay the client fee over the number of hours and overtime hours per period last applicable or usual.

Article 9. Position and remuneration

1. Before commencement of the contract, the client shall provide a description of the position to be exercised and the associated categorisation on the salary scale of the client.
2. The remuneration of the project employee, including possible bonuses and reimbursement of costs, is established in accordance with the CAO (including the provisions concerning contract employees' compensation, see hereinafter paragraphs 4 and 6) and the applicable legislation and regulations, on the basis of the job description provided by the client.
3. If at any time it appears that the job description and the associated categorisation on the salary scale does not correspond with the position exercised by the project employee, the client shall immediately provide MultiFlexx BV with the correct job description with associated salary scale categorisation. The remuneration of the project employee shall be re-established on the basis of the new job description. The function and/or scale categorisation can be revised during the contract if the project employee reasonably requests said revision on the basis of legislation and regulations, the CAO and/or the contract employees' compensation. If said revision results in higher pay, MultiFlexx BV shall correct the payment of the project employee and the client fee accordingly. The client owes MultiFlexx BV this corrected fee commencing on the moment of exercise of the actual position.
4. MultiFlexx BV will always link the remuneration of project employees with the contract employees' compensation (permanent employees' compensation on the basis of project employees' remuneration).
5. The client shall inform MultiFlexx BV promptly and in any case immediately when he becomes aware of changes in the contract employees' compensation and established initial wage increases.
6. Overtime, shift work, at particular times or days (including holidays) and/or shifted working hours will be remunerated in accordance with the applicable regulation regarding contract employees' compensation and shall be passed on to the client.

Article 10. Good exercise of management and supervision

1. The client shall act with respect to the project employee in the exercise of supervision or management as well as with regard to the execution of the work in the same careful manner as that to which he is obliged vis-a-vis his own employees.
2. The client is not authorised to in his turn 'pass on' the project employee to a third party; this means to provide him to a third party for work to be executed under the supervision or management of said third party. 'Passing on' in this context means, amongst other things, the provision of an employee by the client to a (legal) person with whom the client is associated in a group (concern).

3. The client may only employ the project employee in deviation from that stipulated in the contract and the conditions if MultiFlexx BV and the project employee have agreed to this in writing in advance.
4. Employment of the project employee abroad by a client established in the Netherlands is only possible under strict management and supervision of the client and for a specified period, if this is agreed in writing with MultiFlexx BV and the project employee has agreed with this in writing.
5. The client shall compensate the project employee for the loss that he incurs because an object that he uses in the context of the work is damaged or destroyed.
6. MultiFlexx BV is not liable vis-a-vis the client for any loss or damage to the client, third parties or the project employee himself that stems from any act or omission of the project employee.
7. MultiFlexx BV is not liable vis-a-vis the client for obligations that project employees have assumed with, or that arise with regard to, the client or third parties, with or without the authorisation of the client or said third parties.
8. The client indemnifies MultiFlexx BV for any liability (including costs, including actual costs of legal assistance) of MultiFlexx BV as employer of the project employee - directly or indirectly - in respect of the damage, loss and obligations referred to in paragraphs 5, 6 and 7 of this article.
9. As far as possible, the client will purchase sufficient insurance against liability on the basis of that stipulated in this article. At the request of MultiFlexx BV, the client shall provide proof of said insurance coverage.

Article 11. Working conditions

1. The client states that he is cognizant of the fact that he is considered in the Working Conditions Act to be an employer.
2. The client is responsible vis-a-vis the project employee and MultiFlexx BV for the fulfillment of the obligations based on article 7:658 Civil Code, the Working Conditions Act and the associated regulations in the area of safety in the workplace and good working conditions in general.
3. The client is obliged to provide written information to the project employee and MultiFlexx BV in a timely manner, in any case one workday before commencement of the work, concerning the required professional qualifications and specific qualities of the position to be exercised. The client shall actively provide the project employee with information with regard to the Risk Inventory and Evaluation (RIE) in effect in his company.
4. If the project employee incurs an industrial accident or an occupational disease, if legally required the client shall immediately inform the competent authorities of this and see to it that a written report is made about this immediately. In the report, the cause of the accident will be established such that it can be determined with a reasonable degree of certainty whether and to what extent the accident was the result of the fact that insufficient measures were taken to prevent said accident or occupational disease. The client shall inform MultiFlexx BV as soon as possible about the industrial accident or occupational disease, and submit a copy of the report that has been prepared.

5. The client shall compensate the project employee for - and indemnify MultiFlexx BV against - all loss (including the actual costs of legal assistance etc.) that the project employee incurs in the context of the exercise of his work, if and to the extent that the client and/or MultiFlexx BV is liable for this on the basis of article 7:658 and/or article 7:611 of the Civil Code.
6. If the industrial accident results in death, the client is obliged to pay damages (including the actual costs of legal assistance etc.) in accordance with article 6:108 Dutch Civil Code to the persons referred to in that article.
7. The client will obtain sufficient insurance coverage against liability on the basis of that stipulated in this article. At the request of MultiFlexx BV, the client shall provide proof of said insurance coverage.

Article 12. Client liability

The client that fails to fulfil the obligations that he incurs on the basis of these general terms and conditions is obliged to compensate all resultant loss to MultiFlexx BV (including all costs of legal assistance), without the need to issue notice of default, and he must indemnify MultiFlexx BV against this if necessary. This does not prejudice the fact that MultiFlexx BV may set other requirements such as the invocation of dissolution. That stipulated in this article generally applies also and if necessary in addition, to topics regarding which the obligation to pay damages is also separately regulated in these general terms and conditions and with regard to matters whereby this is not the case.

Article 13. Client fee

1. The client fee owed by the client to MultiFlexx BV is calculated over the hours to which MultiFlexx BV has a right on the basis of the contract and/or conditions and shall always be calculated at least over the hours actually worked by the project employee. The client fee is multiplied by the bonuses and added to the reimbursement of costs that MultiFlexx BV owes to the project employee. VAT is charged over the client fee, the bonuses and the costs to be reimbursed.
2. MultiFlexx BV is always authorised to adjust the client fee during the term of the contract if the costs of temporary employment rise:
 - As a consequence of changes in the CAO or wages regulated thereby, or changes in the CAO in effect at the client and/or the regulation of employment conditions or the wages regulated thereby;
 - As a consequence of changes in or as a result of legislation and regulations, including changes in or resulting from national and fiscal legislation and regulations, the CAO for project employees or any binding provision;
 - As a consequence of a (periodic) wage increase and/or a (one time) obligatory payment of benefits stemming from the CAO, the CAO in effect at the client and/or working condition regulations and/or legislation or regulations.
3. If the client does not agree to pay the revised client fee, this shall imply the request of the client to terminate the provision of an employee.
4. Every change in the client fee shall be made known as rapidly as possible by MultiFlexx BV to the client and confirmed to him in writing. If for any reason attributable to the client, the remuneration and/or the client fee has or have been set too low, MultiFlexx BV is authorised, even afterward and retroactively, to bring the

remuneration and the client fee to the correct level. Multi Flexx BV can also invoice the client for the deficiency in what was thus paid and for costs that MultiFlexx BV incurs as a result.

Article 14. Invoicing

1. Invoicing takes place on the basis of the method of time sheets prepared in agreement with the client, and on the basis of that which is determined in the contract and according to these terms and conditions. Unless otherwise agreed in writing, time sheets shall be prepared via the declaration forms approved in writing by the client.
2. The client and MultiFlexx BV may agree that the time sheets are prepared using a time registration system, an electronic and/or computerised system or by means of summaries prepared by the client.
3. The client is responsible for correct and complete time sheet preparation and is obliged to supervise this or have it supervised, to ensure that the data contained therein on the project employee are stated correctly and truthfully, such as: name of the project employee, number of hours worked, overtime, irregularity hours and shift hours, the remaining hours for which pursuant to the contract and conditions the client fee is payable, the possible bonuses and possible actual costs incurred.
4. If the client supplies the time sheets, he will see to it that MultiFlexx BV is in possession of the time sheets after the relevant week worked by the project employee. The client is responsible for the manner in which the time sheets are provided to MultiFlexx BV.
5. Before the client delivers time sheets he shall give the project employee an opportunity to check them. If and to the extent that the project employee disputes the information on the time sheets, MultiFlexx BV is authorised to establish the hours and costs in accordance with the information of the project employee, unless the client can demonstrate that the data that he has provided are correct.
6. If time sheets are maintained by means of declaration forms submitted by the project employee, the client retains a copy of the declaration forms. In case of a difference between the declaration forms submitted by the project employee to MultiFlexx BV and the copy retained by the client, the declaration form submitted by the project employee to MultiFlexx BV is considered to be full evidence for the payment settlement, unless the client submits conflicting evidence.

Article 15. Payment and consequences of default

1. The client is always obliged to pay every invoice for project employees submitted by MultiFlexx BV within 14 days after date of invoice, unless something is agreed to the contrary.
2. Only payments to MultiFlexx BV represent fulfilment of said payment obligations. Payments to project employees or the provision of advances to project employees are forbidden and dissolutive and may never represent grounds for extinguishment or setoff of debts.
3. If an invoice of MultiFlexx BV is not paid within 14 days of the date of invoice, the client is in default, commencing on that date and without the need for notice of default, and shall owe interest over the outstanding amount of 1% per calendar month, a portion of a month being considered a full month.

4. The copy of the invoice sent by MultiFlexx BV constitutes full proof of chargeability of interest and the date from which said interest accrues.
5. Payments made by the client are always considered to be payment of all interest and charges and subsequently the longest outstanding invoices, even if the client indicates that payment is for a later invoice.
6. Payment date is the date on which the bank credits our balance or we have received the relevant amount in cash.
7. Complaints concerning any invoices must be filed in writing within 7 days after invoice date at MultiFlexx BV. The burden of proof of timely receipt of a complaint lies with the client. After this period complaints will no longer be accepted and the client shall have used up his right to complain. A complaint does not compromise a payment obligation.
8. All extrajudicial (collection) costs (including the costs incurred in preparing and sending reminders, conducting settlement negotiations and other actions to prepare for possible judicial procedures) as well as legal costs are for the account of the client. Extrajudicial collection costs are calculated on the basis of the report for Voorwerk II and are increased by € 25.00 registration costs.
9. In case of payment default by the client, MultiFlexx BV reserves the right to withdraw the project employee without consideration of a notice period and without any liability.

Article 16. Obligation to exert effort and liability

1. MultiFlexx BV is obliged to exert effort to carry out the contract correctly. If and to the extent that MultiFlexx BV does not fulfill this obligation, MultiFlexx BV is obliged, subject to that stipulated hereinafter in paragraphs 2 and 3 and elsewhere in the general terms and conditions, to compensate the resultant direct loss to the client, as long as the client as rapidly as possible, but at the latest three months after the occurrence or knowledge of said loss, files a written complaint in the matter with MultiFlexx BV and thereby demonstrates that said loss is the direct consequence of imputable shortcoming on the part of MultiFlexx BV.
2. Every liability of MultiFlexx BV possibly resulting from the contract is limited to the client fee to be charged by MultiFlexx BV to the client for the execution of the contract, for the agreed upon total number of working hours and the agreed upon duration of the contract up to a maximum of three months. The maximum amount to be paid by MultiFlexx BV shall never exceed the amount to be paid out by the insurance company.
3. Liability of MultiFlexx BV for indirect loss, including consequential loss, lost profit, lost savings and loss due to business interruption, is ruled out in all instances.

Article 17. Intellectual and industrial ownership

1. At the request of the client, MultiFlexx BV shall have the project employee sign a written declaration in order to ensure and/or further that all rights of intellectual and industrial ownership to the results of the work of the project employee accrue to, or shall be transferred to, the client. If in connection with this, MultiFlexx BV owes compensation to the project employee or must otherwise incur costs, the client owes an equal compensation or equal costs to MultiFlexx BV.

2. The client is free to conclude a contract directly with the project employee or to ask him to sign a declaration regarding the intellectual and industrial ownership rights meant in paragraph 1. The client shall inform MultiFlexx BV about his intention to do this and shall provide MultiFlexx BV with a copy of the relevant contract/declaration.
3. MultiFlexx BV is not liable to the client for a fine or penalty that the project employee comes to owe, or possible loss that the client incurs, as a consequence of the fact that the project employee takes recourse to any right of intellectual and/or industrial ownership.

Article 18. Confidentiality

1. MultiFlexx BV and the client shall release no confidential information from or about the other party, his activities and clients of which they become aware in the context of the contract, to third parties, unless - and if so, insofar as - release of such information is necessary in order to correctly execute the contract or they have a legal obligation to release said information.
2. On request of the client, MultiFlexx BV shall hold the project employee to maintain confidentiality concerning all that of which he becomes aware in the execution of the work, unless the project employee has a legal obligation to release said information.
3. The client is free to directly impose the obligation of confidentiality on the project employee. The client shall inform MultiFlexx BV about his intention to do this and shall provide MultiFlexx BV with a copy of the relevant contract/declaration. MultiFlexx BV is not liable for a fine, penalty or possible loss on the part of the client as a consequence of infringement upon the obligation to maintain confidentiality on the part of the project employee.

Article 19. Prohibition to employ personnel

1. The client and companies associated with the client are forbidden, for six months after the written offer of candidates, to conclude an employment contract with candidates of MultiFlexx BV directly for themselves, by means of and/or on behalf of third parties, of any nature whatsoever, except with the prior written authorisation of MultiFlexx BV.
2. The client and companies associated with the client are forbidden, during the contract and for six months after the termination of the contract, to conclude an employment contract with project employees of MultiFlexx BV directly for themselves, by means of and/or on behalf of third parties, of any nature whatsoever, except with the prior written authorisation of MultiFlexx BV.
3. In case of infringement upon paragraph 1 and/or 2 of this article, the offending party must pay the other party a penalty in the amount of six gross monthly salaries of the relevant candidate or project employee. This penalty is payable immediately as a consequence of the mere fact of the infringement, but also allows the other party the option that the law offers of demanding damages.

Article 20. Obligation of client to verify and keep documents

The client to whom an alien in the sense of the Aliens Employment Act is provided declares that he is specifically cognizant of article 15 of that Act, including that the client has received, at the commencement of work by the alien, a copy of the document as meant in article 1 of the Law on Identification from the foreign person. The client is responsible for careful monitoring of the aforementioned document and shall establish the identity of the alien on the

basis of said document, and shall make a copy of the document and keep it in his administration. MultiFlexx BV is not responsible or liable for any penalty that may be imposed on the client in the context of the Aliens Employment Act.

Article 21. Prevention of inadmissible discrimination

To prevent the occurrence of impermissible discrimination, especially based on religion, beliefs, political opinion, gender, race, nationality, heterosexual or homosexual orientation, civil status, disability, chronic illness, age or any other grounds whatsoever, requirements not relevant to the function at the provision of the information concerning the work to be carried out cannot be established by the client or by MultiFlexx BV.

Article 22. Co-authorisation

1. The client is obliged to give the project employee that is a member of the management board of MultiFlexx BV or the works council of the client the opportunity to exercise co-authorisation according to legislation and regulations.
2. If the project employee exercises co-authorisation in the company of the client, the client is also owed the client fee over the hours in which the project employee carried out work or took training during working hours in connection with the exercise of said co-authorisation.

Article 23. Disputes

All disputes arising out of or related to a legal relationship between the parties to which these general terms and conditions apply shall be settled in the first instance by the competent court of the district in which the head office of MultiFlexx BV is located.

Article 24. Final provision

If one or more provisions of these general terms and conditions are or become invalid, the contract and the general terms and conditions shall remain in effect for the rest.

The provisions that are not legal or cannot be legally applied shall be replaced by provisions that come as close as possible to the purport of the provisions being replaced.