

Client Specific Terms and Conditions Suppliers Airbus

These Client Specific Terms and Conditions apply to the Contract for Services pursuant to which a Professional will perform Work at Airbus Defence and Space Netherlands B.V. ('Client'). Words written with a capital letter shall have the meaning given to them in the General Terms and Conditions for Intermediary Services Suppliers ('GTC') of HeadFirst Group.

Article 1 Compliance and screening requirements

1. Each Professional must review and comply with Client's code of conduct and/or house rules before the start of an Assignment.
2. Client reserves the right to conduct background checks and/or security screening of the Professional.

Article 2 Replacement

1. If it is established in a reasonable and objective manner that (i) the Professional has failed to fulfil their obligations because he does not possess the knowledge, experience or skill he claimed to have, or (ii) the relationship between Client and the Professional has, in the Client's reasonable opinion, broken down to such an extent that the Assignment cannot be continued, Supplier will make every effort to replace the relevant Professional when Client so requests within a reasonable period of two (2) weeks.
2. If a Professional, due to sickness or any other cause, is unable to perform the activities arising from the Assignment for a period longer than two (2) weeks, Supplier will, at the request of the Client and within a reasonable time, endeavor to replace the Professional.

Article 3 Liability

1. The total liability of Supplier (including liability for professional errors in the Professional's performance of the activities under an Assignment, and for losses due to death or physical injury) shall be limited to compensation for direct damages only, capped at € 2,000,000 per event, whereby a series of related events is considered a single event.
2. For the purposes of this clause, direct damages will exclusively include:
 - I. the reasonable costs incurred by Client to ensure that the Professional's performance complies with the Assignment;
 - II. the reasonable expenses incurred by Client to establish the cause and extent of the loss;
 - III. the reasonable costs necessary to prevent or mitigate the loss, provided Client demonstrates that these costs resulted in mitigation of the loss, or
 - IV. damage to assets of Client's and harm to natural persons in Client's employment, insofar as caused by the Professional during the performance of the Assignment.
3. The limitation of liability as laid down in this Clause 3 applies equally to any liability pursuant to any indemnification in this Assignment and applicable GTC, other than the indemnification as laid down in clause 5.1 of this GTC.

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Article 4 Insurance

1. Supplier's insurance policies, including in any case professional and corporate liability insurance, will at least provide cover up to an amount of € 2,000,000 per event.

Article 5 Tax and employee insurance contributions

1. Supplier will indemnify Client if Client is held liable by the tax authorities and/or social security authorities with regard to wage tax and/or unpaid social security contributions relating to the fees paid and any penalties and interest on underpaid tax which these authorities may impose on that occasion.

Article 6 Termination of an Assignment

1. Intermediary is entitled to terminate an Assignment early at any time and without stating reasons, by giving written notice to Supplier with due observance of a notice period of two (2) weeks for Assignments with a duration up to 25 weeks and with a notice period of four (4) weeks for Assignments with a duration of or more than 25 weeks.
2. Supplier is entitled to terminate the Agreement early without stating reasons by giving written notice to Intermediary with due observance of a notice period of two (2) months.

Article 7 Confidentiality

1. Supplier will not disclose confidential information to any third party or use such information for their own purposes, except as necessary for the proper execution of this Assignment. Supplier must impose the same duty of confidentiality on Professionals regarding Client's confidential information. This obligation remains in effect for five (5) years after the Assignment ends.

Article 8 Audit

1. Supplier keeps good records of all aspects of the services, including timesheets and costs. Supplier gives access to these records if Client requests them. Client is authorized to check or have a third party check all information, data and documents, or copies thereof, submitted by Supplier with respect to a Professional.
2. If Client wishes to perform an audit, it will, where reasonably possible, provide written notice to Supplier at least 20 working days in advance, along with an estimate of the audit's expected duration.

Article 9 Force Majeure

1. The burden of proof for demonstrating a force majeure situation lies with the Party claiming it. A performance shortcoming is only not attributable if the Party:

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- I. immediately informs the other Party of the delay, the expected duration and the consequences;
 - II. does everything possible to avoid further delay (including the engagement of third parties);
 - III. does everything possible to limit the consequences for the Party, and
 - IV. ensures that the performance of the Assignment is not endangered.
2. If a Force Majeure situation has lasted longer than one month Intermediary can terminate the Assignment without being obliged to compensate Supplier.

Article 10 Takeover

1. As soon as the Professional has worked for Client for more than 1600 hours, Client will be entitled to have the Professional transferred to it, free of charge, from the Supplier and offer the Professional an employment contract.
2. Supplier warrants that (i) it will immediately cooperate in full in this and (ii) will exonerate the Employee from any obligation under any non-compete and/or non-solicitation and/or associated penalty clause agreed between the Supplier and the Professional.
3. Supplier will receive a payment from Client if Client wishes to take over the Professional at a point when fewer than 1600 hours have been worked. The compensation is calculated as follows: (1600 billable hours minus the number of hours already invoiced) multiplied by 10% of the hourly rate.

Article 11 Working hours

1. The work must be carried out within the Client's normal working hours, this means Monday to Friday from 8:30 a.m. to 5:00 p.m. The number of billable hours is capped at 40 hours a week. Overtime can only take place with Client's express approval, Client can attach conditions to this approval.
2. Client must be consulted about holiday arrangements for Professional. Professionals must not work at Client's locations on public or collective holidays that also apply to Client's personnel. These days are counted as non-billable days and Client will not pay any hours the Professional may work on those days, unless otherwise agreed in writing between Client and Professional.
3. If the Professional has worked over 800 hours, the hourly rate will be reduced by € 2.50. After exceeding 1600 hours, the hourly rate will be reduced by an additional € 2.50, resulting in a total reduction of € 5.00.

Article 12 Standby Shifts and Overtime Rates

1. As a general rule, the Professional does not perform standby shifts. However, the Client may request the Professional to take on a standby shift in specific cases. If such a request is made, the following rates will apply:
 - I. € 15,00 per hour on weekdays, and
 - II. € 30,00 per hour on Saturdays, Sundays, and public holidays.

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2. If the standby shift results in the Professional being called to perform actual work, the following rates, based on the agreed hourly rate, will apply:
 - I. For the first 8 hours of a regular working day: 100% of the agreed rate.For work exceeding 8 hours or performed on weekends or public holidays, the following percentages of the agreed rate will apply:
 - I. Up to 3.5 hours on weekdays: 130%.
 - II. More than 3.5 hours on weekdays: 140%.
 - III. On Saturdays: 160%.
 - IV. On Sundays and public holidays: 180%.
3. Overtime rates are based on the Professional's gross salary, not the commercial hourly rate.
4. If a Professional is performing an assignment for a position/role that has been classified as a job grade 11 or higher, overtime is not permitted unless agreed in advance in writing with the Client. In that case, the Professional will be entitled to a fee of 100% of his agreed rate as stated in the Assignment.