



TERMS & CONDITIONS SYNTAX

Article 1. Applicability

1. These general terms and conditions are applicable to all quotations of and orders to Syntax. In addition general terms and conditions are applicable to all quotations of and orders to Syntax. Syntax undertakes not to act contrary to said Code of Conduct/general terms and conditions. In case of conflict the general terms and conditions of Syntax prevail. These general terms and conditions are available in both the Dutch and the English language. In case of any inconsistencies the Dutch text of these terms and conditions is binding.
2. Derogation clauses and/or any general terms and conditions of the client are only valid if and insofar they are accepted in writing by Syntax. Any such acceptance may not be inferred from the fact that Syntax fails to contradict the statement of the client that it does not accept the general terms and conditions of Syntax and/or declares other general terms and conditions applicable.

Article 2. Order

1. All quotations submitted by Syntax and prices and conditions stated in them are entirely without obligation, unless Syntax has made a binding order, stating a term for acceptance. Verbal promises obligate Syntax only after it confirms them in writing.
2. Orders and changes to them are effected at the moment that Syntax has accepted them in writing by sending an order confirmation or at the moment that Syntax actually commences execution. Syntax is in no way obligated to commence execution of the order before the client has returned the order confirmation signed for approval to Syntax.
3. The order is entered into for a definite or indefinite period. The order for a definite period terminates by operation of law at the moment that the agreed time has expired. Extension of the order for a definite period is only possible if such is agreed in writing between the parties.
4. In all events the order is terminated at the moment that the client enters into an employment relationship of any form for itself and/or through or for third parties with a candidate recommended by Syntax.
5. Syntax shall record in writing the vacancy of the client in question in the form of a job description or in the order confirmation. This preferably and insofar possible should in any event include: the content of the job, the desired profile of the chosen candidate on the basis of knowledge and skills, the environmental factors within which the order is placed and the assessment criteria which determine the selection of the candidate.

Article 3. Payments

1. Payment should be made within 14 days of date of invoice by transferring the amount to the Syntax account stated on the invoice.
2. The client shall pay all invoices free of deductions and setoff, without suspension due to perceived or actual attributable shortcomings and without the client being permitted to block its payment obligation by garnishment or otherwise.
3. If the client fails to pay within the term fixed, default will become effective upon commencement of the due date by operation of law, without any notice of default or demand for payment being required from Syntax. In such an event the client is obligated to pay interest on the due amount of 3% for each month as of the due date through the day of payment.
4. If Syntax proceeds to take measures for collection of the claim, the client is obligated to compensate all costs made in connection with the matter by Syntax. These include all payments with respect to third parties called in and all costs made by Syntax within its own organization and that may in all reasonableness be attributed, partly or wholly, to the measure in question. In case of collection of the due amounts Syntax has the choice of demanding the costs made in this way in an itemized fashion or to fix those costs at 15% of the wrongly unpaid amount.
5. All expenses made by Syntax in accordance with the order confirmation shall be billed separately to the client. This includes in any event - but is not limited to the costs of advertising and placing the vacancy on Internet.

Article 4. Liability

1. Syntax can never be held liable for damage and/or losses including consequential damage as a result of acts or omissions by a candidate introduced by Syntax with whom the client directly for itself and/or through or for third parties, (partly) as a result of the execution of the order by Syntax, has entered into an employment relationship in any form whatsoever.

Article 5. Applicable law and jurisdiction clause

1. These terms and conditions and all quotations and orders to which they relate are subject to Netherlands law.
2. All disputes arising from or connected to the order is exclusively subject to the judgment of the competent court in the region Syntax is situated.
3. Syntax and client guarantee confidentiality for as much as possible.