

Special contract terms and conditions for temporary employment

1. Definitions

- 1.1. AIB NV: The actual employer of the Temporary Worker, the management and registered seat of which is located at Wolvenstraat 23 in 8500 Kortrijk (tel. +32 56 20 31 75 - fax 32 56 22 92 88 - email info@ago.jobs).
- 1.2. User: The customer who makes use of the services of AIB NV in the sense of and within the scope of the Temporary Employment Act of July 24, 1987.
- 1.3. Temporary Worker: The employee selected/employed by AIB NV, who commits through a temporary employment contract to be made available to one or more Users, or the applicant Temporary Worker introduced by AIB NV to the User.
- 1.4. For the purposes of these terms and conditions, and in particular Article 6.8 thereof, entering into an employment relationship with the Temporary Worker means:
- entering into an employment contract or a training agreement by the User with the Temporary Worker;
 - having the relevant Temporary work made available to the User by a third party (e.g. another temporary employment agency);
 - entering into a contracting agreement with the Temporary Worker or with a third party that has recruited the Temporary Worker for this purpose;
 - entering into an employment relationship by the Temporary Worker and a third party, where the User and that third party belong to the same group, are parent or subsidiary of each other or are associated or affiliated companies, in the meaning according to the Commercial Code.
- 1.5. For the purposes of these terms and conditions and in particular Article 6.7 thereof, the gross annual salary of the Temporary Worker means:
- if the Temporary Worker has already worked: the last applicable hourly wage x the average number of hours per week applicable in the User's sector x 4.33 x 13.92;
 - if the candidate Temporary Worker has not yet worked: the wage applicable to the User for the particular function (with at minimum the price scales of the Paritair Subcomité of the User) x the average number of hours per week in the User's sector x 4.33 x 13.92.

2. General provisions - Application of Special Contract Terms and Conditions

- 2.1. Except as otherwise agreed in writing, any offer from and any contract with AIB NV is governed by the General Contract Terms and Conditions, the Billing Terms and Conditions and the Special Contract Terms and Conditions established here, which are an integral part of the contract and which prevail over any purchasing or other terms and conditions of the User.
- 2.2. These Special Contract Terms and Conditions are in accordance with the Temporary Employment Act of July 24, 1987 and the CLAs closed in the NAR and PC 322 for temporary employment, as well as the Market Practices Act. The making available of Temporary Workers by AIB NV is subject to the special terms and conditions provided with the order and under the Special Contract Terms and Conditions stated below.
- 2.3. Any modification to one of the special terms and conditions provided with the order must be included in an annex to the original agreement.
- 1.2. Any derogation or modification of these terms and conditions may only be enforced against AIB NV if AIB NV has given written consent. These terms and conditions therefore apply unaltered and without prejudice to any delivery of services where the Client requested or proposed a derogation or change which was not accepted by AIB NV expressly and in writing.

3. Information Obligations of the User

- 3.1. The User agrees to notify AIB NV at the start of and during the term of the agreement forthwith and in writing of all necessary information and any modification, including but not limited to in relation to the following points:
- the reason for the appointment of a Temporary Worker;
 - with an intake incentive, the statement of the number of employment attempts and the effective period of the attempts by job post;
 - the daily and weekly performance of the Temporary Worker;
 - the remuneration conditions of the User's own personnel (competent paritair comité, pay scales), including all benefits and award modalities for any premiums that are usually applied;
 - any change in the remuneration of the User's own employees (as a result of agreements at the company or sector level) that may be relevant to the remuneration of the Temporary Workers who are made available;
 - the required professional qualification, the activities that the Temporary Worker must perform and the specific characteristics of the job post;
 - the required personal protective equipment, the results of any (special) risk assessments and medical examinations;
 - the non-renewal or non-extension of the agreement (e.g. the non-renewal of a 'weekly contract');
 - any tardiness or shortcoming of the Temporary Worker;
 - possible situations of strike or lock-out.
- 3.2. Specifically with a view to the prompt and correct declaration of all legal information to DIMONA, the User undertakes to inform AIB NV immediately and in writing, both at the start and during the term of the agreement, about:
- all information necessary for declaration to DIMONA;
 - the effective start date and the effective start time of the performance of the Temporary Worker, as well as the date and hour at which the performance is ended (whether or not prematurely);
 - any (late) attendance or absence of the Temporary Worker.
- The User is responsible for any financial sanctions imposed by the RSZ/FOD WASO on AIB NV due to failure to comply with the reporting requirements to DIMONA, resulting from not disclosing, not disclosing in a timely way, or disclosing inadequately or erroneously of all legal information, including that listed above, by the User. The User undertakes to pay for the additional invoices that will be charged for this in that case.
- 3.3. In the event of a work accident involving a Temporary Worker, the User shall, after taking the urgent measures, immediately notify AIB NV and provide all necessary information for preparing the accident statement; in case of delay or failure to report the circumstances of the accident, the User will be held directly responsible for sanctions by inspection services or the non-intervention of insurance institutions.
- 3.4. In the event of any serious accident, the User shall, in accordance with Article 94 bis of the Welfare Act, instruct the User's internal or external Prevention and Protection at Work service to investigate this accident - at the User's expense - and to meet the obligations in accordance with Article 94 ter §1 and 2 of the Welfare Act and Article 19 of the Temporary Employment Act of July 27, 1987. The accident report, signed by the User and, if necessary, supplemented by AIB NV, is sent by the User within 10 days following the accident to FOD Welfare Supervision and a copy to AIB NV. The report meets the minimum requirements imposed by Article 26, § 2 of the Executive Royal Decree of March 27, 1998. The User keeps AIB NV informed of the further handling of the report by the FOD.
- 3.5. The User bears full responsibility for all explanations and information that the User provides with a view to the creation of the agreement for temporary employment. The User is also

solely liable for all consequences resulting from not, non-timely, inadequately or incorrectly disclosing the above-mentioned information. The User is responsible for all corrections, costs and any damage due to not, non-timely, inadequately or incorrectly disclosing the above-mentioned information, and commits to the payment of the additional invoices that will be charged for this.

3.6. The User must, upon payment of expenses belonging to the employer, provide the necessary evidence to AIB NV. The documents prove that the repayments are intended to cover the costs that belong to the employer and that those repayments were effectively spent on such expenses. In the absence of evidence, the User remains responsible and thus upon correction held to payment of the additional invoices charged for this.

3.7. *Employment of Temporary Workers abroad is possible only after prior written permission from AIB NV. This employment is always under strict supervision and oversight of the Belgian User and only for short-term contracts. Direct and/or indirect corrections, fines and/or damage resulting from not respecting this provision will be invoiced to the User in full.*

4. [Suitability of the Temporary Worker](#)

4.1. Although AIB NV takes the utmost care in the selection of Temporary Workers, shortcomings can occur. If the User notices a shortcoming in the qualifications of the Temporary Worker, the User must report this to AIB NV within the first four performance hours.

4.2. AIB NV cannot be held liable for the consequences of the absence of the Temporary Worker at work.

5. [Obligations with regard to the Temporary Worker](#)

5.1. Change of assignment or position. Except with express and prior written agreement of AIB NV:

- a. the Temporary Worker may only perform normal work, with exclusion of all work protected by special regulations, such as unhealthy, hazardous or underground work or work at heights;
- b. the User is forbidden from charging the Temporary Worker with an assignment that is different from that for which he or she was made available; in particular, the User may not have the Temporary Worker manipulate equipment, vehicles or goods, nor transport or handling of valuables, whatever these may be or collect cash, unless this is provided for in the agreement.

5.2. Health and safety at work. During the term of employment of the Temporary Worker, the User guarantees in accordance with Article 19 of the Temporary Employment Act the application of the regulations on health, hygiene and safety at work.

5.3. Benefits in kind. The User undertakes to allow the Temporary Worker to enjoy the same benefits as those allowed to the User's regular personnel, such as canteen, transportation etc. The legal pay scales will also be respected for wages and salaries (e.g. Social subscription, premiums, ...). If the hourly wage or compensation stated by the User do not conform, this will be adjusted by AIB NV to the scale.

5.4. Paid work breaks. The work breaks for rest, meals etc... as well as the non-worked hours normally paid by the User to the User's personnel (including bridging time and days) are considered as working hours and are billed as such.

5.5. Strike/lock-out. The User waives the right to rely on the services of AIB NV Temporary Workers in the event of strike or lock-out. The legally required withdrawal of Temporary Workers in the event of strike or lock-out creates no entitlement to compensation for the User.

5.6. Costs incurred/shortcomings by Temporary Worker. AIB NV is not responsible for loans or advances in kind or

cash that may be granted by the User to the Temporary Worker. Recovery of the expenses resulting from the use of the phone for private purposes, meals eaten in the company restaurant, authorized purchases, etc... will take place without the mediation of AIB NV. In no event can AIB NV be held responsible in case of loss, theft or disappearance of equipment, cash, substitutes or goods entrusted to the Temporary Worker by the User or the User's employees.

5.7. Civil liability. The User is the supervisor of the Temporary Worker and bears the civil liability provided in Article 1384 of the Civil Code. The User is thus solely responsible for all damage caused by the Temporary Worker to third parties. It is recommended that the User include coverage in the User's civil liability insurance for damage caused by the Temporary Worker as an employee of the User. AIB NV is not liable for the payment of fines imposed on the Temporary Worker in case of violation of traffic regulations: it is the User who is responsible next to the Temporary Worker as the supervisor for the payment of fines. AIB NV is not liable for any damage caused by the Temporary Worker to the User during and as a result of the employment.

6. [Obligations with respect to AIB NV](#)

6.1. Check ID and/or employment permit. The User undertakes not to allow the Temporary Worker to start before AIB NV could verify that the ID and employment permit (work card) allow employment. The User will, if necessary, cooperate in order to enable AIB NV to do this check. In no event and regardless of any precautionary measures taken by AIB NV can AIB NV be held liable for identity fraud that arises during the employment by the User.

6.2. Declaration of performance. The signature of the User on the periodic performance sheets acknowledges the accuracy of the information that appears on them and the satisfactory performance of the work by the Temporary Worker. The User will not dispute the validity of the signatures of the User's employees or agents on the performance sheets. With automatic performance processing, the User always approves the performance data as passed on by automated or electronic means. Only the User is liable for errors in the automated sending.

6.3. Price agreements. Billing is based on the performance stated on the sheets mentioned above and on the initially agreed price, as applicable revised to 80% with reference to parameters representing the real cost, where each parameter only applies to part of the price corresponding to the costs in question. Unless stated otherwise, the initially agreed invoice price will be multiplied for special performance (overtime, shift work, night work, work on Sundays and public holidays etc.) by the same coefficient as applied to the basic salary of the Temporary Worker who performs the assignment. This coefficient is also separately applicable to all additional premiums paid to the Temporary Worker. Each quarter hour begun is fully due. A minimum of four hours a day will always be charged to the User.

- 6.4. Billing and payment terms and conditions.** The billing and payment modalities are set out in the Billing Terms and Conditions, known to and accepted by the User.
- 6.5. Consecutive day contracts.** In case of successive day contracts, the User bears the burden of proof with regard to the need for flexibility and must in that case respect the special information and consultation procedure as provided by law and/or the applicable CLA. In case of violation of these provisions, the User is liable for all fees and costs that AIB NV owes as a consequence in that case. The User undertakes to pay for the additional invoices that will be charged for this in that case.
- 6.6. Termination.** The User who unilaterally and prematurely terminates the agreement for temporary employment (including 'weekly contracts' and extensions) owes pursuant to Article 1226 et seq. of the Civil Code a flat-rate damage compensation, which corresponds to the price that AIB NV would invoice for the agreed performance in case of performance of the agreement; this flat-rate damage compensation will be at least € 50.00 per calendar day. This flat-rate damage compensation shall also be owed in case of any voiding of the agreement for temporary employment due to breach by the User of the Temporary Employment Act or a failure to comply with the aforementioned information obligations. AIB NV reserves the right to claim higher damage compensation; in that case, AIB NV will prove the actual damages suffered. The User undertakes to pay for the additional invoices that will be charged for this in that case.
- 6.7. Employment guarantee.** In case AIB NV must provide an employment guarantee under the law or an applicable CLA, the minimum duration of the agreement with the Temporary Worker is equal to the duration of the employment guarantee. In case of premature termination at the User's request without an urgent reason, the User is liable for all compensations and costs that AIB NV owes as a consequence in that case. The User undertakes to pay for the additional invoices that will be charged for this in that case.
- 6.8. Premature recruitment.** If the User directly or indirectly (for example, through a related company), without the intervention of AIB NV, enters into an employment relationship with the Temporary Worker for the same or another function, before the Temporary Worker has performed 130 days through AIB NV, the User will pay to AIB NV, by way of flat-rate damage compensation, an operating cost equal to 20% of the gross annual salary of the Temporary Worker in question. This amount is based on the mutual agreement between the User and AIB NV that the damage suffered by AIB NV consists, inter alia, of the costs that the User would have to incur for prospecting, selection and screening of an employee with the same qualifications as well as from the loss of profits, and that this loss can be estimated on a flat-rate basis at the aforementioned amount. AIB NV has the right to demand higher damage compensation, with proof of the extent of the damage.
- The User also owes this compensation if the Temporary Worker, after the making available is terminated, enters into an employment relationship, insofar as the Temporary Worker has not yet performed for 130 days via AIB NV between the first day of temporary employment and the first day of the employment relationship with the Temporary Worker. In case of recruitment of a Temporary Worker employed by AIB NV by another temporary employment agency within 30 days of the last working day via AIB NV, a recruitment fee of € 3,000.00 per Temporary Worker will be charged to the User. This amount will be cumulated with the operating cost. The User undertakes to notify AIB NV in writing in advance of any intention to enter into an employment relationship with the Temporary Worker.

