

1. These general terms and conditions are established in accordance with applicable legislation, not least the Act of 24 July 1987 (M.B. 20-08-1987) and the CBA concluded at the National Labour Council or under the Joint Committee on Temporary Work. Only the general terms and conditions of Daoust shall be applicable, to the exclusion of any other including those of the user. DAOUST reserves the right to review them in the event of a change to the legislation or regulations indicated in these general terms and conditions. In any such case, DAOUST shall publish the new terms and conditions on its website [www.daoust.be](http://www.daoust.be) and shall inform the user in advance by e-mail. The user shall therefore have a period of 15 days, as of the publication, to object to the new general terms and conditions if it does not accept them, by letter sent to the head office of DAOUST. The changes shall only become valid on the day following the expiry of this 15-day period and provided that the user has not brought an end to the contractual relationship in the meantime. As soon as they enter into force, the new terms and conditions shall be binding.
2. Temporary workers are made available in accordance with the particular terms and conditions agreed-upon in the order and with the exclusive general terms and conditions listed below; these are an integral part of the contract which is previously established by and between the user and DAOUST, pursuant to Article 17 of the aforementioned law. The general terms and conditions of the user shall not be binding on DAOUST.
3. The user is solely responsible for the information that it submits with a view to establishing the temporary employment contract. It shall also inform DAOUST if this information is changed in any way throughout the duration of the contract; any changes must be notified as soon as the user becomes aware of them.

This duty of disclosure, by which the user is bound, includes, but is not limited to, the following:

- The reason for resorting to temporary work and the presence or absence of a union delegation within the company. In the context of these reasons, the user is responsible, in the cases established by legislation, to obtain any pertinent authorisations and make any necessary declarations;
- The lateness or absence of the temporary worker must be reported immediately;
- The precise conditions of pay, bonuses and financial benefits of its full-time staff and the procedures by which they are obtained;
- The activities, workstation, professional qualification required, the result of the risk assessment, the medical check and any personal protective equipment;
- The occurrence of a strike, a lock-out or a form of temporary unemployment;
- The occurrence of any workplace accident;
- Any information about the functioning of the immediate declaration of employment (dimona), prior to any recruitment;
- The timetable of temporary workers, which is changed at the instigation of the user, on the understanding that any reduction in the number of working hours results in a change to the pay, must be approved in writing by the temporary worker and submitted by the user to DAOUST. Failing that, DAOUST reserves the right to bill the user for the initially established contractual services.

The user is solely responsible for any consequences arising from a failure to submit or a delay in submitting this information. All amendments and/or related costs may give rise to an additional bill being charged to the user.

Moreover, the user is responsible:

- for the upkeep of the register for exemptions of contractual services, by promptly completing it and having it signed by the worker in the event of any exemption related to a part-time timetable or in the event of any hours not worked on account of an authorised absence in the event of full-time employment
- and for keeping this document for a period of 5 years which runs to the end of the quarter of the final service concerned by the exemption.

The user is responsible for making this document available at the first request of Daoust. Failing that or if the document is incomplete and/or not signed by the worker, Daoust shall pay the wage and/or the employer and tax contributions relating to the contractual hours, in accordance with applicable legislation, and bill the user in this regard, even on a retroactive basis.

4. On the basis of Article 1226 of the Civil Code, any user who unilaterally and prematurely terminates the employment contract shall pay to DAOUST, as a flat-rate and irreducible penalty clause, a sum equal to the amounts of any bills that would have been produced by DAOUST if this contract had been executed, with a minimum of EUR 25 excluding VAT per calendar day.

The same shall apply if the contract between DAOUST and the user is invalidated on account of a failure by the user to fulfil the obligations for which it is responsible under law or following any inaccurate information submitted upon the conclusion of this contract.

However, DAOUST reserves the right to claim more significant damages although it is responsible for proving the scope of its loss.

5. DAOUST is meticulous in the selection of temporary staff and, in this regard, is concerned by a best efforts obligation and not an obligation to achieve a result. If a user observes that a temporary worker does not have the necessary qualifications, it shall inform DAOUST within the first four hours of work. The user shall also immediately report any lateness or absence of the temporary worker to DAOUST. DAOUST may not be held responsible for any consequences arising from the absence from work of its temporary staff, their negligence and/or any resulting interruption to activity.
6. If the user enters into an employment contract with the temporary worker in any capacity whatsoever, without the involvement of the temporary employment company (e.g. temporary employment contract via any company other than DAOUST, independent contract, fixed-term or open-ended contract, training contract, etc. ) for the same role or any other role, prior to the end of a minimum period of 120 consecutive working days (or equivalent days) on a full-time basis, the user shall pay to the temporary employment company, as compensation for the loss suffered, an amount equal to 20% of the gross annual pay of the temporary worker concerned.

This compensation is set at a flat-rate amount and relates to the loss suffered by the temporary employment company, with particular regard to the fees that the user would have been required to meet for the research, selection and screening of an employee of the same qualification, and with regard to the loss of profit for the temporary employment company, without prejudice to the right of this company to prove that the loss incurred exceeds the aforementioned compensation.

7. Without any compensation being owed and without any formal notice, DAOUST reserves the right to withdraw its staff, not least in the event of a late payment or a failure to comply with legislation, moral standards or these general terms and conditions. It is required by law to withdraw its staff in the event of any strike or a lock-out by which the user's company is concerned. The user undertakes not to engage the services of the temporary employment company in the event of any strike or a lock-out by which its company is concerned. The compulsory withdrawal of temporary workers in the event of a strike or a lock-out does not require DAOUST to pay compensation to the user.
8. Throughout the whole period in which the temporary worker is active at the premises of the user, the user is responsible for implementing the provisions of employment regulations and industrial safety legislation applicable at the workplace in accordance with Article 19 of the Act of 24 July 1987. In the event of an inspection or a complaint, the user must be able to justify the information submitted as part of the working arrangements of temporary workers and shall take full responsibility in this regard.
9. In accordance with Article 1384, section 3 of the Civil Code, as interpreted by the Order of 08.11.1979 of the Court of Cassation, the user is responsible for all damage caused by the temporary worker in the role in which he is employed. DAOUST may not be held responsible for any loss, theft, damage, disappearance of equipment, database, cash, belongings or moral prejudice caused by the temporary worker. The user is therefore advised to establish a "temporary employment" clause in its insurance policy. The user, at whose premises the temporary worker is active, is responsible for supplying and maintaining personal protective clothing - boots, helmets or other equipment.
10. Unless previous agreed in writing by the temporary employment company:
  - a. the user may not have the temporary worker perform any task other than the one for which he is hired. In particular, he/she may not be assigned to operate any machines, equipment or vehicles, handle any goods or transport or handle securities or cash to be deposited, unless this is stipulated in the contract.
  - b. the temporary worker may only perform routine work, to the exclusion of any work protected by particular regulations, such as insalubrious or dangerous work and work at a height.

11. In the event of a workplace accident involving the temporary worker, the user shall immediately inform DAOUST after taking any emergency measures; it shall make available all items required to declare the accident. The user shall be directly responsible for any failure to report or delay in reporting the accident or the circumstances of the accident.  
In the event of a serious accident, within the meaning of Royal Order of 27 March 1998 (accident which results in fatalities or permanent injury), involving a temporary worker of DAOUST, the user is required to immediately declare it to the corresponding inspectorate. The (internal or external) risk prevention service with the authority to investigate the workplace accident is the service of the user. Any costs associated with this investigation are borne by the user. The detailed report must be drafted and submitted by the user's risk prevention service to the corresponding inspectorate within a maximum period of 10 days of the accident. Daoust shall lend its assistance to the investigation and help to produce the aforementioned report. Every information request may be issued to the Job Centre to which the temporary worker reports.
  12. DAOUST is not responsible for any loans or advance payments, in kind or in cash, granted by the user to the temporary worker. Any costs arising from the use of the private telephone, meals in the mess, authorised purchases, etc. shall be recovered without the intervention of DAOUST.
  13. The user is required to ensure that the temporary worker benefits from the same allowances in kind as those granted to its own staff, such as canteen, beverages, transport, etc.
  14. Any interruptions to work for leave, meals, etc. and any hours without work, for which the staff of the user are usually remunerated (long weekends for instance) are deemed to be working hours and billed as such.
  15. In receiving the services of Daoust Connect, the user attests to the accuracy of the items which are recorded, acknowledges the satisfactory performance of the work carried out by the worker, and also confirms its acceptance of the general terms and conditions of DAOUST and the clauses of the collective bargaining agreement. The user shall not contest the validity of the services made available or signature; the authority of the signatory is deemed to be irrefutable.
  16. Successive daily contracts are legally authorised on the condition that the user proves that there is actually a need for flexibility in the relevant position (opinion of National Labour Council 1807 of 17/07/2012). If this flexibility is not shown prior to the recruitment and if DAOUST is liable to pay a penalty, DAOUST shall be compelled to seek compensation, besides the payment of any effective services, equal to the remuneration that would have been paid if a temporary employment contract had been concluded for a period of two weeks, subject to any other penalties.
  17. In order to comply with the DIMONA regulation (AR of 05/11/2002), during the opening hours of the Job Centre, any request made by the user to create, cancel or amend a temporary employment contract must be notified to DAOUST within the legal deadlines associated with this regulation\*, and not later than 30 minutes before this request officially becomes valid.  
Outside the opening times of Job Centres, the user may notify any such request according to the availability of the service if this use has been expressly authorised by DAOUST. In any such case, the aforementioned requests shall also be notified within the legal periods\* and not later than 1 hour before the expiry of these periods. In the event of a late claim, this may not be executed.
  18. Any exemption from the general and specific terms and conditions included in the contract between the user and DAOUST shall be formalised in an amending agreement to this contract.
  19. The user must have its services validated by Daoust unless it is expressly agreed by Daoust that services shall be provided by other means and according to specific procedures. The official validation of the services by the user must reach Daoust not later than Tuesday at 11 p.m. following the work. Failing that, Daoust shall pay the workers for any contractually established hours and charge them to the user.
  20. A daily minimum of four hours shall always be taken in account by the client.
  21. The bill established by DAOUST is payable on its due date, net and without any deduction. If the bill is not paid on its due date, the billed amount accrues an interest of 14% per annum by operation of law and without any notice. Moreover, compensation totalling 18% of the sums owed, with a minimum of EUR 25, shall be owed by operation of law, as flat-rate damages, following an order to pay by registered letter; bills do not constitute any novation or exemption. The temporary worker is not authorised to collect our bills. If a bill is not paid on its due date, DAOUST is authorised to accelerate the payment established for other bills issued but not yet due, by operation of law and without any notice. As a result, all bills yet to be paid (principal and ancillary) shall become payable with immediate effect.
  22. Taxes and all other duties and fees imposed by applicable laws at the time when the bill is produced are charged to the client.
  23. All bills produced by DAOUST are unconditionally accepted by the user if they are not the subject of a substantiated objection by registered letter within a week of their receipt.
  24. The user shall bear all financial or harmful consequences on behalf of DAOUST in the event that it fails to fulfil its contractual and/or legal obligations. In the event of a dispute, the Courts of Brussels shall have sole jurisdiction. The collective bargaining agreement with the user is deemed to be concluded subject to Belgian law, despite any international elements.
- ### SELECTING THE STAFF AND DIRECT RECRUITMENT OF A CANDIDATE
25. The client undertakes to inform DAOUST in writing of any contract that is concluded with a candidate presented by DAOUST and submit a copy of this contract to DAOUST within 14 days of the signature of the employment contract.
  26. The contract related to the selection is based on a candidate being presented to the client; this presentation may be proved by any legal remedy including by proof of the submission of information about this candidate to the client. DAOUST is bound by a best efforts obligation as part of its assignment. The user will treat candidates without any discrimination, and shall restrict its criteria merely to those that are relevant to the position to be filled.
  27. If a candidate is recruited by the user within 12 months of his/her presentation by DAOUST, DAOUST shall be entitled to charge the client for the price agreed in the offer relating to 20% of the gross annual wage of the candidate on the basis of full-time employment, even in the event of part-time employment.
  28. The term "recruitment" refers to the hiring for any determined or undetermined position subject to the relationship of a salaried, independent or temporary contract, etc.
  29. If a candidate presented by DAOUST is recruited by a natural or legal person related to the client (such as, for instance, a subsidiary), the client shall be liable to pay the price agreed in the offer, as if the client had hired the candidate. The same shall apply if the candidate is recruited by a third party with the complicity of the client.
  30. The amount charged by DAOUST is set forth in the contract and calculated on the basis of the taxable gross annual wage of the first year of work of the candidate; it includes, but is not limited to, any bonus, commission or end-of-year incentive. The extra-legal contractual benefit, in the form of a company car, is valued at € 5,000. The client will provide DAOUST with a comprehensive breakdown of the total remuneration of a candidate.
  31. The amount charged by DAOUST is payable upon the selection of a candidate and is not subject to the successful completion of any trial period which may be established between the company and the worker.
  32. If the employment of an applicant comes to an end within a period of twelve weeks as of his/her start date, DAOUST shall reimburse the client for an amount equal to one twelfth of the amount billed per full week during which the candidate has not worked, subject to clause 33 below. Public holidays, sickness, leave and accident are part of the period of twelve weeks.
  33. This reimbursement (see Clause 32) shall not take place in the following two cases:
    - a. Failure to pay the selection bill of DAOUST within the period established in Clause 21.
    - b. Absence of written information by registered letter to DAOUST within 14 days of the termination of employment with an indication of the reason.

*Creation of dimona before the work begins; change of the contract end date not later than 1 working day following the final work date; cancellation not later than the 1st established working day;*