

General Terms and Conditions People4you

Together with the Assignment Confirmation, these General Business Terms and Conditions apply to work rent and recruitment assignments that People4you performs for clients, unless otherwise expressly agreed between People4you and the customer, hereinafter referred to as the Client.

1. Order and order confirmation

1.1. For each individual assignment, the conditions stated in the Assignment Confirmation apply as well as these General terms and conditions. In the event of disagreements, priority applies in accordance with the above order.

1.2. The scope of the assignment is stated in People4you's Assignment Confirmation. Changes are required in writing deal.

1.3. If the Client does not want to approve the Assignment Confirmation, it is the Client's responsibility to notify People4you as soon as possible and no later than five days after receiving the Assignment Confirmation. This also applies to the assignment confirmation's any information about the employees' salaries and working conditions. Otherwise, the agreement is considered entered into with the content of the Assignment Confirmation, and that any salary and working conditions in the contract confirmation for work rent are those that would have come to application if the employee had been employed by the Client to perform the same work iht. the principle of equal treatment in section 4.1.

1.4. A confirmed and commenced agreed work lease assignment is to be regarded as mutually binding on the parties and may not be interrupted before the expiry of the agreement period, with the exception of cases regulated in section 2.3.

1.5. If the Client wishes to cancel a recruitment assignment initiated, 70% of the agreed recruitment fees.

1.6. If a work lease assignment is desired to be extended beyond the agreed period, this will be notified as soon as possible.

2. People4you who want to apply for an extension with their employee.

2. People4you's warranty on hire

2.1. People4you strives to deliver the right person to the right position. If the Client is not satisfied with the selection, People4you will be notified and given the opportunity to replace the employee as soon as possible and out the assignment period.

2.2. People4you ensures that the employee shows up at the agreed time at the agreed place.

2.3. In the event of absence or if the employee does not meet the qualification requirements stated when ordering, The Client shall notify People4you as soon as possible of this. In such cases, it is

People4you its task is to clarify the relationship with the candidate. About People4you has other qualified candidates disposition, the candidate shall be replaced when the client so desires for the above reasons. If People4you have not within 14 days found another qualified candidate who can take over the assignment, will the mission ceases.

3. People4you's guarantee for recruitment assignments

3.1. People4you guarantees that the recruitment will be carried out in accordance with our selection processes to ensure qualified candidates, but does not guarantee that the process will generate qualified candidates for presentation to the Client.

3.2. If a candidate should not take up a position according to signed employment contract, the Client may demand that People4you are recruiting a new candidate at no additional charge.

3.3. Otherwise, the final choice of candidate is the sole responsibility of the Client. People4you has no responsibility for the candidate's suitability for the position or the duration of the employment relationship after taking office.

4. The equal treatment requirement in Aml. § 14-12a for work rent

4.1. People4you shall provide hired employees with the terms that would have applied if the employees had been employed by the Client to perform the same work, with regard to:

- a) length and location of working hours
- b) overtime work
- c) duration and location of breaks and rest periods
- d) night work
- e) holiday leave, holiday pay, days off and remuneration on such days
- f) salary and expense coverage

The agreed price in assignments shall include cover People4you's costs of this.

4.2. The client shall give hired employees the same access to their own common goods and services as the client's own employees unless objective reasons dictate otherwise. Client covers their own costs of this.

5. Duty to provide information / right of access in connection with work rent, Aml § 14-12b4.1

5.1. The client shall provide People4you with all necessary information for People4you to be able to take care of it the equal treatment requirement in section 4.1. The duty to provide information applies to the conclusion of assignment agreements and so on long the assignments last, and then also includes changes in relevant pay and working conditions at the client.

5.2. If the Client requests it in writing, People4you must within 10 days document what has been agreed with the hired personnel regarding the pay and working conditions as mentioned in section 4.1. The client has duty of confidentiality regarding this information, which can not be used for anything other than securing or investigating compliance with the equal treatment requirement in section 4.1.

6. Other responsibilities

6.1. In relation to hired employees, People4you is responsible for the payment of salaries, holiday pay, employer's contribution, statutory occupational injury insurance, any sick pay, mandatory occupational pension (OTP), service insurance and other statutory features.

6.2. People4you's hired employees must adapt and comply with the Client safety instructions, work regulations, HSE regulations and other regulations that apply to The client's employees and / or the execution of the assignment. The client is responsible for HSE to the hired. For example, the client has an independent responsibility to provide the hired necessary training and introduction to internal routines, as well as ensuring that the hired person has the necessary qualifications, approval and the like.

6.3. People4you is responsible for providing important information about safety routines and regulations, as well as requirements the use of personal protective equipment in the assignment is mapped and made known to the employee before rental assignments begin. During the performance of rental assignments, it is the Client's responsibility to ensure that the employee follows the Client's HSE regulations.

6.4. People4you is registered and approved as a staffing company and meets the requirements Arbeidstilsynet acc. Regulations on staffing companies. For updated confirmation, see <https://www.arbeidstilsynet.no/registre/registrerte-bemanningsforetak/>

6.5. The client may demand that People4you's hired employees be replaced if the obligations are not fulfilled. People4you must be informed about the relationship as soon as possible and take care of it themselves replacement with another qualified employee according to the guarantees for working rent in section 2. People4you has no liability beyond these warranties.

6.6. The client is responsible for leading and following up People4you`s employees in the daily work. People4you is not responsible for the work result or other direct or indirect loss of wealth as as a result of the employee's errors or omissions. This also applies to compensation claims from third parties.

6.7. The client has ownership of results and documents that arise as a result of the mission.

6.8. The client must have completed the originally ordered assignment through People4you before the employee can be offered employment directly in the Client's business. After completing the mission and an overall hiring period of 12 months, the Client is free to employ the employee in his business.

6.9. The client cannot hire or otherwise hire candidates from People4you before that has been at least 6 months. after the candidate was presented. The parties shall mutually hold each other indemnified against claims in connection with the assignment as a result of own employees' personal injury or death.

7. Insurances

7.1. People4you has Corporate Liability Insurance via the Staffing industry in NHO Service's collective sign corporate liability, crime and property damage insurance for its members. Statutory occupational injury insurance and OTP.

7.2. The client is responsible for taking out their own insurance for the company's personnel, equipment and property.

8. Price and payment terms

8.1. The agreed price / rate in work lease assignments presupposes correct information from the Client iht. sections 4.1 and 5.1.

8.2. The client shall, unless otherwise agreed in writing, pay the approved invoice amount within 10 days by invoice date. In the event of errors on invoices, the customer must notify People4you as soon as possible. Client can only withhold disputed or undocumented amount, however limited to the disputed or undocumented part of the amount and upwards limited to a maximum of 25% of the total in question invoice amount. The undisputed part of the amount (a account and at least 75% of the invoice amount in question) is due in any case for payment without further notice to the original due date. By re-invoicing of reasons other than the disputed or undocumented amount are not subject to a new credit period.

8.3. Invoicing of work rent takes place twice a month and as soon as possible the invoice basis / time list is delivered to People4you. In cases where the customer requests to approve the hourly basis before invoicing, they must be processed and approved no later than two working days after each period end (ie two working days after resp. period 1.-15. and 16.- last of the month.), alternatively People4you will approve on behalf of the customer. The hourly basis will be available for approval after kl. 12:00 on the 1st and 16th of each month. It'll be invoiced a minimum of four hours of working time per day for rent.

8.4. Invoicing of fees / balances on the recruitment assignment takes place on the day of the offer / employment contract is accepted by / signed with the current candidate from People4you.

8.5. In the event of late payment, People4you may demand that interest be paid in accordance with the Interest Act delayed payment. Any debt collection fees and fees when sending to an external debt collection company is not covered by the default interest and will be charged to the customer in full.

9. Overtime, days off and more

9.1. If the client does not pay higher overtime supplements to its own employees, they are hired out employees overtime supplement of 50% for work beyond 8 hours (possibly incl. lunch) until kl. 21:00 on weekdays and until 13:00 on Saturdays. After kl. 21:00 on weekdays, and after kl. 13:00 on Saturdays as well as Sundays and public holidays, employees are given a 100% overtime supplement. The overtime supplements are invoiced Client. In other respects, the provisions of the Working Environment Act on access to overtime apply.

9.2. Holidays that are not considered holidays are invoiced for work rent to the same extent as the Client even pays wages to their own workers on such days. If the Client does not pay wages to his own employees on such days off, the Client is invoiced the ordinary hourly rate for public holidays and public holidays when an assignment lasts for 300 hours or more. Invoicing takes place when the holidays and public holidays occur during the assignment period.

9.3. If the Client himself hires several candidates that People4you has nominated for a position in one recruitment assignments, the agreed fee is also invoiced for each of these appointments. This also applies to employment in other positions with the Client and even if the candidate should also have applied for a position with the Client after People4you's presentation.

9.4. Costs for production and publication on the Internet and of any other advertising shall be agreed especially in connection with the conclusion of Recruitment Assignments.

10. Price regulation

10.1. In the event of changes in the Client's own relevant salary and working conditions during the assignment period and at changes in tasks that are important for the level of pay and / or working conditions, People4you can increase price for rent from the same time.

10.2. Prices are adjusted upwards annually from 1 June in accordance with Statistics Norway's (SSB) consumer price index for goods and services grouped by delivery sector. Table marked: "With wages as dominant price factor "is used, unless otherwise specifically agreed. See attached link: <http://www.ssb.no/kpi/tab-03.htm>

10.3. If the Client has not provided complete and correct information, or if the Client has not in time, People4you informs about relevant changes in their own pay and working conditions, People4you can at work rent change the price with retroactive effect and demand post-payment.

11. Recourse and post-payment for rent

11.1. If the Client is obliged to fulfill a joint and several liability under Aml. § 14-12c may the Client seek recourse from People4you for its expenses for this, unless the joint and several liability claim is due to that The client himself has provided incomplete information of significance for the equal treatment requirement, see section 4.1 and 5.1.

11.2. If the Client has provided incomplete information or not informed in advance if relevant changes in own salary and working conditions during the assignment period according to clauses 5.1 and 10.1, People4you change the price retroactively and demand repayment.

12. Secrecy

12.1. All the client's trade secrets and otherwise all descriptions, recipes, models and similar to what People4you has received from the client in connection with the execution of the assignment shall shall be kept secret and shall not be reproduced or used for any purpose other than the performance of the mission. Upon request, People4you must immediately return the received documents, otherwise must they are shredded.

13. Disputes

13.1. Any disputes must be resolved through negotiations. If this does not succeed, the case shall be decided under Norwegian law. The parties adopt the Oslo District Court as venue.

Askim, 2022/10/20