



GENERAL TERMS AND CONDITIONS FARROW + DUTCH BV | FARROW + BELGIUM BV | MOZA EXECUTIVE SEARCH BV

Version 2026

These general terms and conditions apply to Farrow + Dutch B.V., Farrow + Belgium BV and MOZA Executive Search B.V. The agreement is always entered into exclusively with the legal entity stated as the contractor in the quotation, order confirmation or invoice (hereinafter: "Farrow").

Farrow + Dutch B.V.

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Article 1. Definitions

In these terms and conditions, the following definitions apply:

1. **Contractor ("Farrow")**: the legal entity within the Farrow group that enters into the Agreement with the Client, as stated in the quotation, order confirmation or invoice. No other entity within the group shall be a party to the Agreement or may be held liable for any obligations arising from it.
2. **Client**: any party entering into an Agreement with Farrow.
3. **Candidate**: any person searched for, assessed or introduced by Farrow.
4. **Agreement**: all arrangements made between Farrow and the Client.
5. **In writing**: includes e-mail and digital communication.
6. **Monthly fee**: the fixed fee under a subscription or for unique recruitment, invoiced in advance.
7. **Success fee**: the fee due as soon as the Candidate verbally agrees to an offer of employment terms.
8. **Services**: all recruitment, search and advisory services provided by Farrow.
9. **Subscription**: ongoing services against a monthly fee, for one or an unlimited number of vacancies.
10. **Unique recruitment**: recruitment of a specific vacancy under a monthly structure or subscription.
11. **Unique vacancy**: a combination of job title, content and location.

Article 2. Applicability

1. These terms apply exclusively to the legal entity entering into the Agreement. They do not extend to other group companies.
2. These terms apply to all services provided by Farrow.
3. The Client's general terms and conditions are expressly rejected.
4. Deviations are only valid if agreed in writing.
5. Any guarantee arrangements apply only if confirmed in writing.
6. Farrow may amend these terms; new versions also apply to ongoing Agreements unless agreed otherwise.
7. An intake meeting constitutes the start date of the Agreement.
8. In case of any discrepancy between the Dutch and the English version, the Dutch version shall prevail.

Article 3. Quotations and Offers

1. Quotations are non-binding unless stated otherwise.
2. Farrow may withdraw an offer as long as it has not been accepted in writing.
3. Obvious mistakes or typographical errors do not bind Farrow.

Article 4. Formation of the Agreement

1. The Agreement is formed through written confirmation or by commencement of the Services.
2. The intake meeting qualifies as written confirmation.

Article 5. Performance of the Agreement

1. Farrow performs its Services with due professional care.
2. Farrow is subject to an obligation of best efforts, not an obligation of result.
3. The applicability of articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
4. Farrow is entitled to engage third parties.
5. Outcomes depend partly on market circumstances and the employer proposition.

Article 6. Client Obligations

1. The Client shall timely provide all information necessary for proper performance of the Services.
2. The Client shall ensure availability of hiring managers, HR and decision-makers.
3. Lack of cooperation does not constitute a breach by Farrow.
4. Farrow may suspend performance as long as the Client provides insufficient cooperation.
5. Suspension does not release the Client from its payment obligations.

Article 7. Method of Work – Subscriptions & Unique Recruitment (monthly fee + success fee)

1. Models

Farrow works exclusively with the following models:

- a. Monthly structure for one or more unique recruitments: monthly fee + success fee per successful match.
- b. Subscription for an unlimited number of vacancies: fixed monthly fee + success fee per successful match.

2. Key Features

1. The monthly fee is invoiced in advance.
2. The monthly fee is separate from the success fee and remains due regardless of the number of introductions, interviews or matches.
3. Farrow operates under a best-efforts obligation; no result obligation applies.
4. Changes in seniority, profile or employment conditions may require restarting the assignment.

Article 8. Intake Meeting

1. The intake meeting constitutes the substantive and commercial start of the assignment.
2. During the intake, role requirements, process agreements and fees are confirmed.

Article 9. Hiring or Engagement of Candidates

1. If a Candidate introduced by Farrow is engaged, the success fee is due, regardless of role or contract type.
2. This applies up to 12 months after introduction.
3. For subscription engagements, the fees as stated in the Agreement apply.
4. If the Client breaches this article, the Client forfeits an immediately payable contractual penalty of 250% of the success fee (or such lower amount as deemed proportionate by the competent court), with a maximum of €50,000.
5. If the Client already knew the Candidate, this must be reported in writing within 48 hours, otherwise the Candidate shall be deemed introduced by Farrow.

Article 10. Success Fee

1. The success fee becomes due as soon as the Candidate verbally agrees to the offered employment terms.
2. A verbal agreement is binding.
3. Farrow may evidence such agreement via e-mail, written confirmation, Candidate communication or reporting.
4. If the Client does not object in writing within 24 hours, the agreement is deemed confirmed.
5. Signature or start date is not relevant.

Article 11. Prices and Fees

1. All amounts exclude VAT.
2. The monthly fee is invoiced in advance.
3. The monthly fee is separate from the success fee.
4. Farrow may apply annual indexation up to the CBS Services Price Index.
5. Where Farrow + Belgium BV is the contracting party, invoices follow Belgian VAT rules and, where applicable, EU reverse charge.

Article 12. Payment

1. Payment term is 14 days.
2. Late payment places the Client immediately in default.
3. Statutory commercial interest is due from the due date.
4. Extrajudicial collection costs equal 15% of the principal amount, minimum €100.
5. Suspension by Farrow does not suspend payment obligations.

Article 13. Complaints

1. Complaints must be reported in writing within 7 days.
2. Complaints do not suspend payment obligations.

Article 14. Performance Deadlines

1. Deadlines are indicative unless agreed otherwise in writing.

2. Exceeding deadlines does not constitute a breach.

Article 15. Force Majeure

Force majeure includes pandemics, war, fire, strikes, government measures and extreme weather.

Farrow is not liable for damages in cases of force majeure.

Article 16. Term and Termination of Subscriptions

1. Subscriptions have a minimum term as agreed.
2. Thereafter, subscriptions renew automatically unless terminated in writing.
3. Interim termination is not possible unless agreed in writing.
4. The Client remains responsible for monitoring contract terms.

Article 17. Suspension

1. Farrow may suspend Services in case of non-compliance or overdue payment.
2. Suspension does not release the Client from payment obligations.

Article 18. Liability

1. Farrow is only liable for direct damage caused by intent or gross negligence.
2. Liability is limited to the invoice amount or insurance payout.
3. Farrow is not liable for indirect damage such as loss of profit, reputational damage or business interruption.
4. Farrow is not liable for Candidate performance or departure.
5. No replacement guarantee applies unless agreed in writing.

Article 19. Confidentiality

1. Parties shall treat all information as confidential.
2. Farrow may use the Client's name and logo as reference unless objected to in writing.

Article 20. Indemnity

The Client indemnifies Farrow against third-party claims arising from incorrect or incomplete information provided by the Client.

Article 21. Intellectual Property

All materials developed by Farrow remain Farrow's property.

Article 22. Privacy

Farrow processes personal data in accordance with the GDPR and Belgian privacy legislation.

Article 23. Assignment of Rights

Rights and obligations may not be transferred without Farrow's prior written consent.

Article 24. Limitation Period

All claims against Farrow lapse one year after the Client became aware of them.

Article 25. Continuing Effect

Provisions which by their nature are intended to survive termination shall remain in force.

Article 26. Governing Law and Jurisdiction

1. The Agreement is governed exclusively by the law of the contracting entity:
 - a. Farrow + Dutch B.V. and MOZA Executive Search B.V.: Dutch law, District Court Limburg.
 - b. Farrow + Belgium BV: Belgian law, competent court in Belgium.
2. Where mandatory Belgian law applies, these provisions remain fully effective even if these terms provide otherwise.