

# General Terms and Conditions for Temporary Work

As of: 26.02.2013

## 1. SUBJECT OF THE CONTRACT

- 1.1. The lender places its coworkers (temporary workers) based on the recruitment law at the disposal of the hirer against payment (recruitment contract).
- 1.2. These general terms and conditions apply for all recruitment contracts under the exclusion of opposing hirer conditions if the lender does not explicitly contradict these. In if doubt, the acceptance of the hirer to recruit a coworker from the lender is to be regarded as acknowledgement of the validity of our general terms and conditions.
- 1.3. The lender is the employer of the entrusted coworkers, who have no contractual relationship with the hirer. All substantial characteristics of the work as well as any changes of the work to be carried out regarding the scope of work as well as the place of work or other changes in the arrangement are to be exclusively agreed upon beforehand with the lender.
- 1.4. If the lender's coworker should not take up work with the hirer or is absent from work, then the hirer has to inform the lender immediately.

## 2. QUALIFICATIONS / REPLACEMENT PERSONNEL

The lender provides carefully selected coworkers who have been selected according to the qualifications required. It is incumbent on the hirer to be convinced of the suitability of the coworker provided for the job at hand. If the hirer does not regard the entrusted coworker as suitable for the job within the first eight hours of employment, he can cancel the employment immediately. The work undertaken up to then will not be charged to the hirer. The lender is in all other respects entitled to recall their coworkers at any time and replace them with other qualified personnel.

## 3. TIME SHEETS / ACCOUNTS / EXCLUSION OF SET-OFF

- 3.1. Costs for the provision of tools, materials and other items of equipment are not included in the rates agreed upon. These are to be provided free of charge by the hirer for the coworker of the lender. The hourly rates agreed upon are based on the valid legal conditions and remuneration as fixed at the time of signing the contract. If these should change, the lender will appropriately adjust the hourly rates. All prices are net sums plus legal value added tax.
- 3.2. The hirer is obligated, to submit a weekly proof of the hours worked on the time-sheets provided by the lender and confirm these with a signature. If the time sheets cannot be signed by one of the hirer's authorized persons, then the coworkers of the lender are entitled to confirm this instead. Objections concerning the hours worked by the lenders' coworkers are to be made against the lender and justified in writing within eight days of sending the invoice.
- 3.3. The invoices provided based on the time sheets are due immediately on receipt without deducting allowances. The lender is entitled to demand interest at eight per cent above the respective base interest rate in accordance with § 288 exp. 2 GCC. The enforcement of damage caused by delay remains unaffected. This also applies to recruitment fees in accordance with point 9.
- 3.4. The lenders' entrusted coworkers are not entitled to receive payments. In particular, the hirer is not authorized to grant them a wage or any other advances. Such payments are not recognized by the lender and will not be discounted under any circumstances.
- 3.5. The hirer is only entitled to offset counterclaims or retain and/or reduce the receivables from the lender if the claims were recognized in writing or legally declared.

## 4. OVERTIME / ADDITIONAL PAYMENTS

- 4.1. As far as it has not been agreed otherwise a working week time of 37.5 hours applies. The hirer insures that he will only arrange overtime in as far as this is permissible according to the law on hours worked for that company. An official permit for overtime is required and is to be procured from the hirer and produced to the lender immediately and without being asked. The hirer commits himself to make known to the lender beforehand any unusual reasons for overtime.
- 4.2. Payments in addition to the hourly rate for the hirer amount to:
 

|  |           |
|--|-----------|
| Overtime after 38 hours                      | 25 %      |
| Overtime after 46 hours                      | 50 %      |
| Night shifts between 22:00 hrs and 06:00 hrs | 25 %      |
| Working on a Sunday                          | 50 %      |
| Working on bank holidays                     | 100 % and |
| Working on a bank holiday on a Sunday        | 150 %.    |

 With recruitment contracts that start or end in the middle of the week, a daily overtime rate is calculated i.e. from 7.5 hours an overtime pay at a rate of 25 % in addition to the hourly rate is calculated.

## 5. LENGTH OF THE CONTRACT / NOTICE

- 5.1. The recruitment contract can – as long as it was not for a limited time period – be cancelled by both contracting parties giving one-week's notice. If the hirer does not cancel the contract within the prescribed notice period, then the lender can claim compensation without proof in the form of remuneration at 80 % of the agreed hourly rate taking into account the number of working hours agreed per week and the otherwise remaining contract period. The hirer is entitled to account for damages.
- 5.2. The parties are entitled to hand in their notice regarding the recruitment contract for important reasons. In particular such a reason would be if the lender has fallen behind with its payment obligation from this or earlier contracts, has taken a statutory declaration, or if a warrant of arrest was issued against him or an insolvency procedure is pending.

## 6. ATA SECRECY / SECRECY

The lender has obligated its coworkers by contract to data secrecy and therefore also to secrecy. It is forbidden for them without authorization to give or make protected customer-related data available for others to use apart from data belong-

ing to the respective work task or to pass on or make this data accessible to third parties. The obligation of the data secrecy also exists after the employer-employee agreement has ended. The lender is also obligated to secrecy in the same way.

## 7. OCCUPATIONAL HEALTH AND SAFETY

- 7.1. The hirer commits himself to make the coworkers of the lender familiar with dangers inherent to the job before they start work and with measures to prevent such dangers as well as the health and safety regulations that apply to the company and the respective job and to ensure that these are adhered to. In particular the hirer is obligated to provide the necessary safety equipment and protective clothing required for carrying out the respective work, to see to their implementation as well as guarantee measures to ensure first aid to coworkers of the lender. The hirer has to maintain and set up all furnishings, devices and work-spaces as well as regulate the operational sequences under its supervision in such a way to ensure that the coworkers of the lender are employed according to the respective work protection regulations and in particular protected from any hazards to their health. In the case where the persons employed by the lender are exposed to chemical, physical or biological hazards through their work in the company and/or carry out hazardous work in the sense of Accident Prevention & Insurance Association measures, the hirer is to arrange or carry out a medical checkup for the coworker before the work commences.
- 7.2. The coworkers of the lender are insured with the Employer's Liability Insurance Association in Hamburg. The hirer is obliged to inform the lender immediately of any occupational accidents. The hirer grants the lender access to the place of work of the lenders' employees.

## 8. LIABILITY OF THE LENDER

- 8.1. The lender is liable for the recruitment in due form and careful selection of coworkers (cardinal obligations). If the lender violates a cardinal obligation without being accused of intent or gross negligence, then the liability will be limited to the amount covered by the liability insurance taken out by the lender, which can be proven on request.
- 8.2. For other obligation violations, which do not concern cardinal obligations, the lender is only liable in the case of intent or gross negligence. In all other respects liability is excluded.
- 8.3. The limitations of liability in accordance with point 8.1 and 8.2 apply in a general manner to all coworkers of the lender.
- 8.4. The lender does not accept liability if its coworkers are entrusted with financial matters, for example cash management, safekeeping of money and administration of money, securities or other valuables.

## 9. TAKING OVER COWORKERS / FEE FOR TAKING OVER WORKERS

If the lender or an economically or legally connected partner company, subsidiary or parent company of the lender enters into an employer-employee relationship during an existing recruitment agreement, or immediately following the end of the recruitment agreement, the borrower will pay a placement fee to the recruitment company, to be calculated as follows: after 0 to 1 calendar month of a recruitment contract 20% ; after each subsequent calendar month of the recruitment contract the placement fee is reduced by 2 %. After the 10<sup>th</sup> calendar month of the recruitment contract, temporary worker can be employed by the hirer, without paying a placement fee. Relevant for the calculation of placement fee is the gross annual salary (= gross monthly salary x 12, plus any additional benefits, such as bonuses, commissions, vacation pay, Christmas bonus payments, etc.) of the new contract of the temporary worker at their place of work. The placement fee is exclusive of VAT. This arrangement applies correspondingly at the conclusion of training, service, and other employment contracts. The borrower must pay the placement fee, even if the employment of the temporary worker occurs within six months of the last employment with the company and the employment is attributable to the previous temporary employment contract, the fact of employment is sufficient for this attribution, unless it can be proven with evidence otherwise. A placement fee is due, regardless of whether the new employee contract is limited or unlimited, or if the working contract is later terminated.

## 10. FINAL CLAUSES

- 10.1. If a part of these terms and conditions should be null and void, when in doubt this does not affect the effectiveness of the remaining regulations. The contracting parties will make an appropriate regulation in place of the ineffective regulation for the intended purpose in a permissible way.
- 10.2. Changes and modifications to these general terms as well as all contracts between the lender and the hirer require the written confirmation of effectiveness by the lender.
- 10.3. The place of delivery and area of jurisdiction are Fulda for both contracting parties. This applies for all disputes resulting from the contractual agreement, including documents, cheque and bill transactions, if the hirer is a purchaser, a legal entity of the civil service or special assets under public law. Furthermore, the lender is also entitled to make a complaint at the hirer's headquarters.
- 10.4. The law of the Federal Republic of Germany applies.

Herewith we confirm the acceptance of your General Terms and Conditions on temporary workers (temporary work) and accept the content of these.