

General Terms of Business for the Supply of Temporary Workers

Clause 1. Scope of validity

The Supplier's General Terms and Conditions of Business are part of the contract and apply exclusively. Contradictory conditions of the Hirer, or any conditions of the latter that deviate from these conditions, will not be recognised unless their validity has been agreed explicitly by the Supplier in writing. Verbal agreements are only binding if they have been confirmed in writing.

Clause 2. Employment contract

(1) The Supplier is the employer of the temporary worker pursuant to the Law on Temporary Employment (AUV). During the work assignment, the temporary worker is subject to the Hirer's instructions. The Hirer may only assign the temporary worker such activities that fall under the contractually agreed area of activity. Deviations from this are to be agreed solely with the Supplier in writing.

(2) During the work assignment, the Hirer shall assume an employer's obligations to give social and medical assistance to the temporary worker. The Hirer must ensure that the valid accident prevention and occupational safety regulations and the statutory working time limits are complied with.

(3) If the temporary worker is to be employed at times or on days on which employment is only permissible with a special permit from the authorities, the Hirer is to obtain this permit before employment at these times and/or on these days.

(4) The Hirer is to brief the temporary worker before the start of employment at the workplace and to inform him or her about the special risks of the activity to be carried out and measures to avert such risks. The same applies with any change in the workplace. The instruction given is to be sufficiently documented by the Hirer.

(5) The Supplier will be given a right of access to the temporary workers' places of work at any time during working hours.

(6) The Hirer is obliged to notify the Supplier of any accident at work and to inform the latter of relative details also in writing. The Hirer will also support the Supplier to the best of its capabilities in all other necessary reports and information.

Clause 3. Rejection and Replacement

(1) If the Hirer is not satisfied with the services of the temporary worker, it may reject the latter within 4 hours after the temporary worker has been hired. Rejection at a later time is only possible if a reason exists that would entitle the employer to routinely dismiss the temporary worker for reasons related to their performance of duties.

(2) The Hirer may reject the temporary worker with immediate effect if a reason exists that would entitle the employer to exceptional dismissal.

(3) As a basic principle, the rejection must be made by means of written declaration to the Hirer, indicating the reasons. If the rejection is not made in writing within five working days after the Hirer's knowledge of the reasons for the rejection, the Hirer shall lose this right of rejection.

(4) In cases of rejection, the Supplier is entitled to hire out another temporary worker of equivalent qualification without delay. Such an obligation is only applicable for the Supplier if it had not selected the rejected temporary worker properly. If it is not possible to notify another suitable temporary worker or if it is not possible for the Supplier, despite every effort made, to provide a replacement, the individual contract shall end with immediate effect. Claims on the part of the Hirer due to the termination do not exist.

(5) The Supplier is entitled to replace the temporary worker for internal company, organisational or statutory reasons, and to provide a temporary worker of equivalent qualification. In such an event the Supplier shall make every effort to take the specific interests and circumstances in the Hirer's company into consideration.

(6) If the temporary worker does not take up or continue his or her work or if he or she fails to appear for other reasons, the Supplier is to be notified immediately. The Supplier is entitled to provide a replacement with immediate effect. If it is not possible to notify another suitable temporary worker or if it is not possible for the Supplier, despite every effort made, to provide a replacement, the individual contract shall end with immediate effect. Claims on the part of the Hirer due to the termination do not exist.

Clause 4. Remuneration

(1) Unless otherwise explicitly agreed, the prices given are non-binding and without supplements. The calculation of the following supplements is based on the weekly working hours in force in the Hirer's company. Overtime and work at night, on Sundays and on public holidays is therefore to be remunerated with the following supplements:

a) From the 1st hour of overtime during the week 25%

- b) Work hours on Sunday 70%
- c) Work hours on public holidays 100%
- d) Work hours at night 10.00pm - 6.00am) 25%

Further supplements must be agreed separately. If night time, Sunday and public holiday supplements coincide, only the higher supplement is to be remunerated.

(2) The Supplier is entitled to increase the prices to an appropriate level. The Supplier will notify the Hirer of intended increases. The increase will become effective two weeks after receipt of the notification; However, the Hirer is entitled to terminate the contract within one week after receipt of the increase request.

Clause 5. Payment

(1) Invoices will be based on individual contracts. If no arrangement is made in individual contracts, invoices will be issued at the end of a calendar month.

(2) Invoices will be calculated on the basis of the time sheets of the temporary worker which are to be signed by the Hirer. The time sheets will be submitted to the Hirer on a weekly basis or directly after completion of the contract. By signing a time sheet, the Hirer recognises the contents thereof to be correct.

(3) The invoices issued by the Supplier are due ten days after the invoice date, net only. The temporary worker is not authorised to receive payments.

(4) All amounts quoted by the Supplier are understood plus statutory VAT, unless there is no other explicit quotation.

(5) If the Hirer falls into arrears or if a significant deterioration occurs in its financial circumstances, the Supplier is authorised to accelerate all outstanding and deferred invoices immediately.

(6) If the temporary worker is granted bonuses, irrespective of the legal basis for these, at the Hirer's request, the Supplier is entitled to invoice the premium paid to the employee with a factor of 1.5 to the Hirer. The supplement includes social insurance contributions and similar levies.

(7) The Hirer is not entitled to offset such costs or to assert a right of retention against the Supplier unless the counter-claim against the Supplier is undisputed or has become final and absolute.

Clause 6. Liability

(1) The Supplier's liability is fundamentally restricted to wilful or grossly negligent conduct. Damage arising from injury to life, limb and health and in the event of a breach of fundamental contractual obligations is excluded from the liability restriction. However, in the event of a minor negligent breach of fundamental contractual obligations, the Supplier is only liable for typical damage that is foreseeable on conclusion of the contract.

(2) The Hirer is obliged to exempt the Supplier from all claims that are incurred by third parties in connection with the activities assigned to the temporary worker hired out and that are raised against the Supplier. This does not apply insofar as the Supplier is liable itself pursuant to Para. 1 herein.

Clause 7. Termination

Insofar as the contract is not concluded for a definite period, it can be terminated by both parties subject to a period of four weeks' written notice to the end of the month. The right to exceptional termination for good cause remains unaffected. A good cause exists for the Supplier in particular if the occupational safety and security conditions are not complied with, if the Hirer disregards another mandatory legal standard, in the event of a substantial deterioration in the assets at the Hirer's company, in the event of force majeure, if the Hirer falls into arrears with a payment, in the event of a shortage of labour, or in the event of a strike. Any other claims of the Supplier remain unaffected by the termination.

Clause 8 Placement

The Hirer undertakes not to improperly lure away any of the Supplier's temporary workers. If the Hirer concludes an employment contract with a potential temporary worker whose candidate's profile has been provided to him by the Supplier, or with an employee transferred during an existing transfer contract or in direct connection with a terminated transfer contract, this shall be regarded as an agency procurement. For such a procurement, a procurement fee shall be regarded as being agreed upon as follows: In the event of the transfer of a candidate's profile and/or a conclusion of an employment contract within the first three transfer months, a fee of 15 % of the employee's gross annual income shall fall due, after three transfer months a fee of 12 % of the employee's gross annual income, after six transfer months a fee of 9 % of the employee's gross annual income, after nine transfer months a fee of 5 % of the employee's gross annual income. On the expiry of twelve completed transfer months, no further fee shall be charged. Each fee is payable plus the statutory rate of VAT in one amount due on conclusion of the employment contract between the employee and the Hirer. The Hirer bears the burden of proof of

the non-causality of the employee transfer contract or the transfer of the candidate's profile for employment.

Clause 9. Hirer's obligation of assessment

Insofar as the temporary worker can demand an assessment from the Supplier pursuant to any collective labour agreements named in the Agreement regarding the Supply of Temporary Workers, the Hirer is obliged to provide the Supplier with the necessary information. At the Supplier's request, the Hirer is also obliged to make an assessment of the temporary worker in accordance with an assessment scheme made by the Supplier.

Clause 10. Final provisions

(1) The place of jurisdiction for all disputes is the Supplier's registered office if no other place of jurisdiction is mandatory. However, the Supplier can also bring the legal dispute to any other permissible court.

(2) If parts of these terms are or become ineffective, this will not affect the validity of the other terms. An invalid provision is to be replaced by a legally permissible provision that comes closest to the purpose of the ineffective provisions according to the intention of the contractual parties at the time the contract was concluded.