

General Terms and Conditions

Personnel Recruitment

Since the following concerns the General Terms & Conditions, which apply to all our companies equally, both LOGISTIC PEOPLE (Germany) GmbH and LOGISTIC PEOPLE (South) GmbH are designated simply as LOGISTIC PEOPLE. The General Terms & Conditions governing recruiting services apply to all - including, future - business relationships between LOGISTIC PEOPLE as a contractor and the employer under exclusion of conflicting external business conditions. To be effective, any deviations require written confirmation from LOGISTIC PEOPLE.

- 1.** The employer commissions LOGISTIC PEOPLE to search, on his behalf, for an applicant with particular qualifications for a particular activity within the remit of personnel recruitment services. LOGISTIC PEOPLE devises methods to locate personnel at their own discretion. Adverts are placed upon consultation. These Terms and Conditions are included in any agreement concerning a concluded order.
- 2.** The employer is required to inform LOGISTIC PEOPLE immediately, if a applicant proposed by LOGISTIC PEOPLE has already been or is proposed by another recruiter. The same applies if the requirement to fill the workplace has lapsed or the workplace has been filled otherwise.
- 3.** The requirements profile, discussed as part of the contract between the employer and LOGISTIC PEOPLE as well as the order documents provided are the basis of the recruitment of personnel. If LOGISTIC PEOPLE provides the employer with applicants whose qualifications do not match those of the requirements profile, then they shall be deemed to be accepted by the employer, so long as the employer invites the applicants to an interview and/or a contract of employment is concluded.
- 4.** The employer is required to inform LOGISTIC PEOPLE immediately in writing of the conclusion of an employment contract and its terms as well as the failure to reach such an agreement with the applicants provided. The employer further undertakes to return the application documents of all applicants, with whom no contract of employment is concluded, immediately at the request of LOGISTIC PEOPLE.
- 5.** LOGISTIC PEOPLE acts as mediator in the employment of an applicant by the employer. Therefore, conclusion of employment contracts is solely the responsibility of the customer. LOGISTIC PEOPLE are therefore not liable for events that occur in connection with the conclusion of contracts between the employer and the applicant provided, such as the provision of incorrect information by the applicant, inefficiency, inconsistency, damages, termination of the contract before and after commencement of work etc. LOGISTIC PEOPLE's entitlement to the agreed commission fee and compensation for expenses incurred remains unaffected. A right of retention by the employer is excluded. During the search for applicants LOGISTIC PEOPLE is liable solely in cases of intent and gross negligence.

6. LOGISTIC PEOPLE is required to handle all data acquired and pertaining to the employer and the applicant in connection with recruitment in confidence within the meaning of the data protection legislation. This information shall be used solely for recruitment and shall not be disclosed to unauthorized third parties.
7. The employer undertakes to use any application documents and applicant data given to him by LOGISTIC PEOPLE solely for the purposes of filling the vacant position and neither to make duplicates nor to forward these to third parties. Any stored data belonging to applicants, who have not been interviewed, must be deleted after the post has been filled. References concerning the applicant from any previous or current employers may be obtained only with the express, written permission of the applicant in consultation with the contractor.
8. To be effective, verbal collateral agreements require written confirmation from LOGISTIC PEOPLE.
9. Unless otherwise agreed or proposed, the following conditions and modalities apply to recruitment:
 - 9.1 The basis for reimbursement is the annual income for the coming year including all special payments, royalties, commissions, non-cash benefits etc.
 - 9.2 The amount of reimbursement is determined according to the current conditions for reimbursement for personnel recruitment. It is due upon conclusion of the employment.
 - 9.3 Special services, such as aptitude tests or additional costs such as applicants' travel expenses shall be invoiced to the employer separately as agreed by the parties. The employer is required to reimburse other expenses if they exceed the normal costs insofar as these are incurred at the request of the customer and it has been proven that they have been incurred accordingly
 - 9.4 If a contract between the employer or an associated company and employees is concluded on the basis of the afore mentioned proof or due to the recruitment activities of LOGISTIC PEOPLE, this shall provide grounds for a claim for commission, wherein concurrent causation is sufficient. If a job seeker accepts a position, within a period of twelve months, which was initially recruited by LOGISTIC PEOPLE, however on or to other conditions, this is deemed proof of recruitment by LOGISTIC PEOPLE regarding an employment relationship, therefore grounds for commission shall exist.
 - 9.5 The fee mentioned above is also payable, upon conclusion of contracts under the German Commercial Code for freelancers and consultants, if this is offered as a form of employment.
 - 9.6 The fee is also payable, upon conclusion of a contract with a party within the corporate circle (partner, co-partners, affiliates, locations, etc.).
 - 9.7 The fee for a recruitment starting initially on a temporary basis and which results in appointment of the employee involved, is detailed in the current fee rates.
 - 9.8 All fee rates apply to recruitment within federal Germany. The fee for personnel recruitment within and outside the EU is subject to prior negotiation.

- 9.9 The employer undertakes to make available to LOGISTIC PEOPLE all the documents necessary for determining the claim for commission, such as employment contracts, wage and salary statements, etc. The customer is required to provide information on request.
10. Advert design as part of ad-based recruitment is free of charge. Advertisements in media outlets, agreed with the employer, as well as the creation of artwork etc. is subject to the conditions agreed with the employer.
11. The entitlement to the recruitment commission results for LOGISTIC PEOPLE from conclusion of an employment contract between the employer and the applicant. Statutory Value Added Tax is charged on all amounts. Invoices are payable immediately upon receipt. If payment has not been received by the due date, LOGISTIC PEOPLE is entitled to claim interest at a rate of 8% above the base rate. The agreed reimbursement of costs will be invoiced after the costs have been incurred. The aforementioned provision applies to the due date and late payment.
12. In the event that individual provisions of this agreement are or become invalid, this shall not affect the validity of the rest of the agreement. The parties undertake to replace the invalid provision by a valid provision, which comes closest in law and commercial intent to the invalid provision.
13. Place of jurisdiction for all claims by or against LOGISTIC PEOPLE is Hamburg for LOGISTIC PEOPLE (Deutschland) GmbH.
14. Place of jurisdiction, also in actions concerning bills of exchange, cheques and certificates is Hamburg.

The masculine gender is used solely for better readability. Pursuant to the General Act on Equal Treatment (AGG) the text applies to both genders equally.

LOGISTIC PEOPLE (Deutschland) GmbH
Hammerbrookstrasse 93
20097 Hamburg
T +49 (0) 40. 23 85 55 8-0
F +49 (0) 40. 23 85 55 8-15
E info@logistic-people.de

Company is registered in: Hamburg
Registered court: Hamburg HRB 14 12 50
Managing Directors (power of attorney):
Olaf Sobotzke, Jasmina Jansen
Sales tax identification no:
DE 19115 6790